COLLECTIVE AGREEMENT

BETWEEN

GOVERNMENT OF YUKON

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

EFFECTIVE JANUARY 1, 2010 TO DECEMBER 31, 2012

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality, to promote well being, and to increase the productivity of the employees to the end that the people of Yukon will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 (a) "Alliance" means the Public Service Alliance of Canada, and includes the Yukon Employees Union (the "Union").

(b) "Allowance" means:

(i) compensation payable to an employee for the performance of special or additional duties pursuant to Article 18.06 or 18.08 of this Agreement; or

(ii) an additional payment to an employee pursuant to Article 16.07, 26.03(6), 26.04(7), 35.02, 36, 38 or 51 of this Agreement.

(c) "Bargaining Unit" means all employees employed by the Employer as described in the Certificate issued by the Yukon Public Service Staff Relations Board on the 9th of October, 1970, as amended on December 9, 1988.

(d) "Class" means a combination of occupational group and level; for example, AR4, ST11 are classes.

(e) "Continuous Service and Continuous Employment" **mean**:

(i) for a regular employee, the uninterrupted employment as a regular employee with the Government of the Yukon Territory and includes:

(a) the service of a lay-off rehired within a period of one (1) year;

(b) subject to (iii)(a) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government;

2.01 (e) (i) (c) the continuous service of an employee under the collective agreement between the Yukon Teachers' Association and the Government of Yukon, provided there is no interruption in employment with the Government of Yukon.

(ii) for an auxiliary employee, the uninterrupted employment as an auxiliary employee since January 3, 1986 with the Government of the Yukon Territory, and includes:

(a) the service of a seasonal employee who has been temporarily released pursuant to Article 54.02 or who has been on off-duty status under Article 54.03;

(b) subject to (iii)(b) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government;

(c) the continuous service of an employee under the collective agreement between the Yukon Teachers' Association and the Government of Yukon, provided there is no interruption in employment with the Government of Yukon.

(iii) (a) A regular employee whose position or function was transferred from the Public Service of Canada shall only receive credit for earned but unused sick leave, special leave and vacation leave credits, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government, and it will include continuous years of service as it applies to the Yukon Bonus, the employee's vacation credits and for severance pay purposes (less any severance pay received from the Public Service of Canada prior to the actual transfer date).

(b) A seasonal auxiliary employee whose position or function was transferred from the Public Service of Canada shall receive credit for earned but unused sick leave, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government. The seasonal auxiliary employee's continuous years of service with the Public Service of Canada will be used in determining the employee's vacation entitlement with the Yukon Government.

(f) (i) "Day of Rest" in relation to a regular full-time employee or a seasonal full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence;

(ii) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the regular full-time or seasonal full-time employee completed his/her last regular shift; and

2.01 (f) (iii) when the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the regular full-time or seasonal full-time employee's next regular shift.

(g) (i) "Employee" means a member of the Bargaining Unit. Where one gender is used in this Agreement, it is also meant to include the other.

(ii) "Regular employee" means a person appointed to a position established in the public service and who is a member of the Bargaining Unit, and shall not include auxiliary employees.

(iii) "Auxiliary employee" means an employee:

(1) who has one work assignment, whether full or part-time, that normally reoccurs, depending upon the call of the Employer, on a seasonal basis each year for a continuous period of time of more than three (3) but less than ten (10) consecutive months (to be referred to as a "seasonal employee"), or

(2) who normally has one or more work assignments each year, whether full or part-time, determined from time-to-time on an hourly, daily or other periodic basis by the call of the Employer (to be referred to as an "on-call employee").

Whenever the general term "auxiliary employee" is used in this Agreement, it shall include both seasonal and on-call employees, but shall not include regular employees.

(h) "Emergency Medical Services shift work employee" means a person who holds the position of Supervisor, Whitehorse Stations; Primary Care Paramedic; Team Lead, Medevac; Critical Care Paramedic, Medevac; Critical Care Nurse, Medevac; Primary Care Paramedic, Medevac; or Emergency Response Communications Officer.

(i) (i) "Part time employee" means a regular or seasonal employee who is required to work fewer hours per week on a continuous basis than those specified in Article 15 as appropriate for his/her particular occupation.

(ii) A part-time employee also means a regular employee who has agreed to work regularly scheduled hours of work on a full-time basis in alternate blocks of less than six (6) months against blocks of regularly non-scheduled time of less than six (6) months. Once an employee agrees to such a schedule, the schedule may not be changed without the consent of the employer. For clarity, this article applies only to employees who wish to job share or to employees who need to be replaced in the event of a vacancy.

(j) "Full time employee" means a regular or seasonal employee who is required to work those hours specified in Article 15 as appropriate for his/her particular occupation.

(k) "Employer" means the Government of the Yukon.

2.01 (l) "Fiscal year" means the period of time from April 1st in one year to March 31st, in the next following year.

(m) "Grievance" means:

(i) in accordance with the Yukon Public Service Staff Relations Act, a complaint in writing that an employee, group of employees or the Alliance submits to Management, to be processed through the grievance procedure.

(n) "Headquarters" and "Headquarters area" has the same meaning as given to the expression in the Travel Directive.

(o) "Holiday" means:

(i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement;

(ii) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.

(p) "Lay Off" means a regular employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the public service.

(q) "Leave of Absence" means permission to be absent from duty.

(r) "Market supplement" is an additional constant dollar amount which may be added from time-to-time to the base pay rate of an occupational group or to specific levels within an occupational group. Market supplement is considered part of pay for purposes of overtime, superannuation and other wage related benefits. It is not considered part of pay, however, for purposes of calculating performance increases or increases on promotion and reclassification.

(s) "May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only.

(t) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and the Union, and shall not include any initiation fee, insurance premium, or special levy.

(u) "Occupational Groups" are the families of jobs which have some relationship to each other (e.g., administration or education). Each group contains a number of levels. These levels correspond to the point ranges.

(v) (i) (a) "Overtime" means work performed by a regular full-time or seasonal full-time employee with the prior approval by the Employer in excess or outside of his/her regularly scheduled hours of work but, subject to the provisions of the collective agreement, excludes time worked on a designated paid holiday; and

(b) "Overtime" means work performed by a regular part-time or seasonal part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full time employee in the same classification.

2.01 (v) (ii) "Straight time rate" means the hourly rate of remuneration.

(iii) "Time and one-half" means one and one-half times the straight time rate.

(iv) "Double time" means twice the straight time rate.

(w) "Public Service" means the Public Service of the Yukon.

(x) "Rates of Pay"

(i) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176;

(ii) "Bi-weekly Rate of Pay" means an employee's annual salary divided by 26.088;

(iii) "Daily Rate of Pay" means:

(a) In the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by 10; and

(b) In the case of an employee who is paid by the hour, his/her hourly rate of pay times his/her normal number of hours worked per day.

(iv) The hourly rate of pay for **Airport Fire Captains** and Airport Firefighters will be determined by dividing the applicable bi-weekly rate of pay by eighty-four (84) hours.

(y) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union or the Alliance at meetings with management.

(z) "Shifts" - shall be identified as follows:

(i) "graveyard" - that shift, the majority of which falls within the first third of the 24:00 hour clock;

(ii) "day" - that shift, the majority of which falls within the second third of the 24:00 hour clock; and

(iii) "evening" - that shift, the majority of which falls within the last third of the 24:00 hour clock.

(aa) "Spouse" means:

(i) a lawful husband or wife; or

(ii) a person living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.

(iii) it is agreed that a common-law spouse of the same or opposite sex will be covered by any benefit plan provided for in this Collective Agreement to the extent that the plan provides coverage for a spouse of the same or opposite sex.

2.01 **(bb) "Substantive position" means the position to which an employee is appointed under the Public Service Act.**

(cc) "Territory" means The Yukon Territory.

(dd) "Underfill" - means an appointment made pursuant to the Employer's Policy on Underfill, and provides for the appointment of persons who are not fully qualified, at an approved rate of pay below the minimum scheduled rate for the position.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) If defined in the Public Service Act or in the Regulations made thereunder, or in the Yukon Public Service Staff Relations Act, or in the Regulations made thereunder, have the same meaning as given to them in those Acts, and

(b) If defined in the Interpretation Act, but not defined in the Acts mentioned in paragraph (a) have the same meaning as given to them in the Interpretation Act.

ARTICLE 3

APPLICATION

3.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer.

ARTICLE 4

STATE SECURITY AND LEGISLATION

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada or of any Act of the Yukon or any state in the interest of the safety or security of Canada, the Yukon or any state allied or associated with Canada.

4.02 In the event that any law passed by Parliament or by the Yukon Legislative Assembly applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the parties agree at the request of either side, to discuss the impact of such an annulment and what changes if any can be made to the Agreement.

ARTICLE 5

DISCRIMINATION

5.01 Subject to Section **10** of the Yukon Human Rights Act, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. **For clarity, the parties agree that "sex" includes transgender identity or expression"**

5.02 Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission.

ARTICLE 6

HARASSMENT

6.01 (a) The Employer, the employees and the Alliance recognize the right of all persons employed in the Public Service to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

(b) Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed in the Public Service is considered a disciplinary infraction and will be dealt with as such.

6.02 (a) Personal harassment means any improper behaviour by a person employed in the Yukon Public Service that is directed at and offensive to another person employed in the Yukon Public Service, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. **This includes bullying, as well as** harassment as described in Section **14** of the Yukon Human Rights Act.

(b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:

(i) that might reasonably be expected to cause offence or humiliation; or

(ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

(c) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

6.03 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend **and** participate in any adjudication.

6.04 An employee shall not access the grievance procedure on a harassment-related issue. An employee shall not utilize the employer's Workplace Harassment policy and this Letter to determine substantially the same matter.

6.05 All matters referred under this **article** shall be treated with **dispatch and** strict confidentiality. Employees shall be referred by the union to the Harassment **Prevention Office** in the Public Service Commission. Any matter referred in this manner shall be referred within twenty (20) working days of the last incident which is the subject of the allegation.

6.06 An Investigator shall investigate the facts of the allegation and, failing any attempt to mediate a resolution, render a report of the facts within 75 days to the complainant, alleged harasser, the union and the employer. A mediated resolution shall not be without the participation of the union and the employer, shall be without precedent or prejudice, and shall be binding on the parties. (A party may choose not to attend the mediation.)

6.07 Upon the recommendation of the Harassment Investigator, the Employer will make every reasonable effort to separate the complainant and the respondent.

6.08 With respect to investigating the facts, the Investigator is empowered to access all relevant records and files of the parties; access all offices, facilities and installations; and interview all relevant people.

6.09 The parties agree that they shall cooperate fully with the Investigator, and further that there shall be no interference with the process. The complainant and respondent are entitled to be represented.

6.10 Where a report of the facts is provided, the facts shall be binding on the parties and shall not be contested. The Employer shall determine within 10 days of receipt of the report whether, in its opinion, harassment has occurred, and shall relay its conclusion to the Union and the alleged harasser. The Union shall inform their member.

6.11 Within 10 days of receipt of the employer's conclusion, the Union shall inform the Employer of its reference of the employer's conclusion to expedited adjudication. The parties agree that the adjudication process shall be commenced within a period of **180 working** days from the date the allegation was **decided by Staff Relations.**

6.12 In rendering a decision, the adjudicator shall be bound by the facts as reported by the Investigator. Where the Union disputes the quantum of any discipline, this matter shall also be determined by the adjudicator.

6.13 **Training**

The employer will provide training for Yukon government employees.

6.14 **Timelines**

The timelines may be amended by the mutual agreement of the Staff Relations Branch (PSC) and the YEU.

ARTICLE 7

JOB SECURITY

7.01 a) During the life of this Agreement, the Employer will make every reasonable effort to provide continued employment for regular indeterminate employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities at the affected regular employees' equivalent classification level within the same geographic region. The Employer will also provide retraining as an alternative to lay-off when a vacancy exists and the regular employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.

7.01 b) The Employer further agrees that during the life of this Agreement regular indeterminate and seasonal employees will not be laid off, or have their hours reduced, as a result of the Employer contracting out work.

ARTICLE 8

MANAGEMENT RIGHTS

8.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

ARTICLE 9

UNION RIGHTS

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit.

9.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his/her membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.

9.03 The Employer agrees that, given reasonable notice to the Public Service Commission by the Alliance, an accredited representative of the Alliance may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Alliance Representative requests permission for access directly or through an officer of the local Union. Such permission will not be withheld unreasonably.

9.04 Where an accredited representative of the Alliance enters the work premises as provided in 9.03, he/she shall report to the supervisor of the employee before approaching the employee.

ARTICLE 10

APPOINTMENT OF REPRESENTATIVES

10.01 The Employer acknowledges the right of the Alliance to appoint employees as representatives.

10.02 The Employer and the Alliance shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.

10.03 The Alliance shall provide the Public Service Commission with a list of its accredited representatives and will inform the Commission of any revision of the list that may be made from time-to-time, and the Employer shall provide the Alliance with a list of employees representing the Employer at the various levels of the grievance process.

ARTICLE 11

TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

11.01 **Time off for Representatives**:

A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance or a complaint of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld.

11.02 **Time off for Alliance Business**:

Yukon Public Service Staff Relations Board Hearings:

(1) Complaints made to the Yukon Public Service Staff Relations Board pursuant to Section 15 of the Yukon Public Service Staff Relations Act.

(a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:

(i) to an employee who makes a complaint on his/her own behalf;

(ii) to a regular or seasonal employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

(b) The Employer will grant leave without pay:

(i) to an on-call employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

(2) Applications for Certification, Representations, and Interventions with respect to Applications for Certification.

(a) Where operational requirements permit, the Employer will grant leave without pay:

(i) to an employee who represents the Alliance in an Application for Certification involving the Employer, or in an Intervention involving the Employer, or

(ii) to an employee who makes personal representation in opposition to a Certification involving the Employer.

(3) Employee called as a Witness:

(a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:

(i) to an employee called as a witness by the Yukon Public Service Staff Relations Board or by an employee, and

(ii) to a regular or seasonal employee called as a witness by the Alliance.

11.02 (3) (b) The Employer will grant leave without pay:

(i) to an on-call employee called as a witness by the Alliance.

11.03 **Arbitration and Conciliation Board Hearings**:

(1) The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee representing the Alliance before an Arbitrator, Conciliation Officer, or Conciliation Board.

(2) The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee called as a witness by an Arbitrator, Conciliation Officer, or Conciliation Board.

(3) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee called as a witness by the Alliance.

(4) The Employer will grant leave without pay to an on-call employee called as a witness by the Alliance.

11.04 **Adjudication**:

(1) Employee who is a Party:

The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee who is a party to the adjudication.

(2) Employee who acts as a Representative:

(a) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee who is the representative of an employee who is a party.
(b) The Employer will grant leave without pay to an on-call employee who is the representative of an employee who is a party.

(3) Employee called as a Witness:

(a) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee called as a witness by an employee who is a party.
(b) The Employer will grant leave without pay to an on-call employee called as a witness by an employee who is a party.

11.05 **Grievance Hearings**:

(1) Employee presenting a grievance:

(a) An employee who presents a grievance is entitled to be present at the hearing of the grievance at any step in the grievance process, and where the grievance is heard during working hours, he/she shall be entitled to attend the hearing without loss of pay.
(b) Where an employee attends the hearing of his/her grievance outside his/her headquarters area, the Employer shall not be liable for any expenses related thereto.

11.05 (2) Employee who acts as Representative:

(a) Where an employee represents a grievor, at a meeting held with the Employer, the Employer will grant time off with pay for the employee's scheduled regular hours of work to the representative when the meeting takes place during normal working hours.

(b) Where the meeting occurs outside the representative's headquarters area, any expense incurred by the representative arising out of his/her attendance at the meeting shall not be borne by the Employer.

(3) Grievance Investigations:

Where an employee has asked or is obliged to be represented by the Alliance in relation to presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee:

(a) The employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in his/her headquarters area and reasonable leave without pay when it takes place outside his/her headquarters area, and

(3) (b) The representative of the employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in his/her headquarters area and reasonable leave without pay when it takes place outside his/her headquarters area.

11.06 **Contract Negotiation Meetings**:

(a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of six (6) employees for the purpose of attending contract negotiation meetings on behalf of the Alliance. The Employer agrees that while employees are attending contract negotiation meetings, the Employer shall continue any fringe benefit contributions and employees shall continue to earn any applicable credits.

(b) The parties have agreed that two (2) of the six (6) employees attending contract negotiation meetings in (a) above, where practicable, will be from a location outside of the City of Whitehorse.

(c) Notwithstanding (a) where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Alliance, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.

11.07 **Preparatory Contract Negotiation Meetings**:

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

11.08 **Meetings between Employee Organizations and Management**:

Where operational requirements permit, the Employer will grant leave with pay for the employee's scheduled regular hours of work to a reasonable number of employees who are meeting with management on behalf of the Alliance.

11.09 **Employee Organization Executive Council Meetings, Congress, and Conventions:**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Alliance and the Canadian Labour Congress, meetings of the Board of Directors of the Alliance, the Yukon Employees Union Component convention, the Yukon Federation of Labour convention, and Yukon Employees Union Component Executive meetings of an urgent nature. Such leave shall not be unreasonably withheld.

11.10 **Representatives' Training Courses**:

(a) Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative and/or to travel on Union business within the Yukon.

(b) Where operational requirements permit and where the Alliance has advised the Employer in advance of the employee's name and committee appointed to, the Employer will grant leave without pay to employees who have been appointed to committees by the Union to undertake training related to that committee.

11.10 (c) Where operation requirements permit and where the Alliance has advised the Employer in advance of the employee's name, the Employer will grant leave without pay to employees who conduct collective bargaining information meetings on behalf of the Alliance.

11.11 **Leave of Absence for Elected Union President and Vice-President**

(a) Effective on the date of signing of this Agreement, the Employer agrees to authorize a leave of absence to one regular employee who is elected as Yukon Employees Union Component President subject to the following conditions:

1. The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.

2. Upon the expiry of the first term of office, or if the employee ceases to hold the office during his/her first term, the employee will assume the duties of the position held by the employee prior to the leave of absence, if such position is still required by the Employer. If the position no longer exists, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.

3. If the employee is re-elected for subsequent terms, he/she shall continue to be on leave. Upon completion of his/her subsequent terms of office, or if he/she ceases to hold office during such subsequent terms, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.

11.11 (a) **4. During the leave of absence the employee shall be paid at the minimum range of pay level 21 in the first year, at the mid range in the second year, and at the maximum of the range in the third and subsequent years. The Employer shall invoice the Union quarterly as follows:**

i) Twenty-five percent (25%) of all costs of salary and benefits (which means gross salary plus all benefits) for costs based on the employee's substantive position; and

ii) One hundred percent (100%) of all costs of salary and benefits (which means gross salary plus all benefits) for costs based on the difference between the employee's substantive position and their salary at level 21;

5. During the leave of absence the employee shall earn normal leave credits.

6. Leave applications will be submitted to the Public Service Commission for processing, for administrative reasons only.

7. The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

(b) The parties agree that **this** Article is not applicable to auxiliary employees. However, should an auxiliary employee be elected as President of the Union prior to the expiry of the collective agreement, then the parties shall meet to discuss what conditions should be applied to the auxiliary employee.

(c) **The provisions of clause (a) (4) above shall not apply to the calculation of severance or other termination payouts. For further clarity, the calculation of severance and other termination payouts shall be based, in accordance with the provisions of Article 19, upon the current rate of pay of the employee's substantive position at the time of their termination of employment.**

(d) **Should the employee elect to buy back any pensionable service, costs shall be shared as follows:**

i) the employee shall pay 100% of the employee's contribution for the period of buy back;

ii) the employer shall pay 100% of the employer's contribution for the period of buy back, based on the employee's substantive position;

ii) the employee shall pay 100% of the employer's contribution for the difference between their substantive position and their salary at level 21.

(e) <u>Vice President</u>

Effective October 27, 2008, the Employer agrees to authorize a union leave of absence without pay to one regular employee who is elected as Yukon Employees Union Component Vice President subject to the following conditions:

11.11 (e) The leave to be granted shall be a union leave subject to the provisions of article 11.13. The provisions of Article 11.11(a)(1), (2), (3), (5), (6) and (7) shall also apply.

11.12 **Change of Scheduled Shift**

(a) An employee who is required to attend a proceeding pursuant to Article 11.02(1)(a)(i), 11.02(3)(a) or (b), or 11.04(1) or (3), and who has been scheduled to work the graveyard shift immediately before or the evening shift immediately after the day shift on the day of the proceeding, shall have his/her scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on the day of the proceeding.

(b) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under paragraph (a) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.

(c) An employee who attends a proceeding pursuant to paragraph (a) above at which he/she is required to spend less than four (4) hours shall report to work for the remainder of the day shift.

(d) The parties agree that Article 15.06(3) shall not apply to the employee whose scheduled shift was changed pursuant to paragraph (a) above.

(e) An employee, whose scheduled shift is to be changed pursuant to paragraph (a) above, shall provide his/her immediate supervisor with as much advance notice as possible of the day(s) he/she will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.

11.13 Employees who are on union leave (leave of absence without pay) will remain on the employer's payroll. The union will be billed for loss of gross salary

11.14 **Leave to Serve as PSAC National Vice-President**

With reasonable notice from the employee in writing that he/she has been elected to the Public Service Alliance of Canada National Regional Executive Vice-President position, the employer will grant leave without pay to the employee for the term of the appointment.

11.15 Special Projects/Temporary Appointments

Where operational requirements permit, and upon reasonable advance notice in writing from the President YEU, the Employer will grant leave without pay to an employee working for the union on a special project of fixed duration, or to an employee working for the union on a temporary appointment.

ARTICLE 12

CHECK OFF

12.01 (a) Effective on the first day of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct an amount, equal to the amount of the membership dues, from the bi-weekly pay of all present employees and all persons appointed to the Public Service, who become part of the Bargaining Unit.

12.01 (b) An employee who satisfies the Employer to the extent that he/she declares in an Affidavit that he/she is a member of a religious organization, "registered pursuant to the Income Tax Act", whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the Affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.

12.02 The Alliance shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 12.01.

12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee in respect of each pay period will start with the first full pay period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

12.04 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 1(1) of the Yukon Public Service **Labour** Relations Act, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.

12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

12.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.

12.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 13

INFORMATION

13.01 (a) **The Employer agrees to supply the Alliance with a monthly report specifying the name of each employee engaged and each employee terminated, with department and community specified.**

(b) The Employer agrees to supply the Alliance with a quarterly report specifying the position, location, department, title, and classification, including position point rating, applicable to each employee on staff.

(c) The Employer agrees to inform each employee appointed from outside the Public Service to a position in the Bargaining Unit, that the employee is entitled to become, or not to become, a member of the Alliance, as the employee may determine, but that pursuant to this Agreement, the Employer will deduct from the employee's pay the amount specified in Article 12.01; and

13.01 (d) At the time of hire, the Employer will undertake to inform all persons newly appointed to positions in the Bargaining Unit of the name of the Alliance Representative at their place of work.

13.02 (a) The Employer agrees to provide for the printing and distribution of the copies of the Collective Agreement to employees in the bargaining unit. **Employees may return unwanted hard copies of the collective agreement to the Staff Relations Branch, Public Service Commission (PSC). A copy of the collective agreement shall also be placed on the PSC website in searchable PDF format.**

(b) Where a Collective Agreement has been renewed or amended, prior to printing the renewed or amended Collective Agreement, the Employer will send a draft copy to the Alliance and one copy to the Yukon Employees Union Component President for their approval.

13.03 (a) The parties to the Collective Agreement recognize the value of an orientation programme for new employees which includes training on workplace health and safety, and that the Employer will make reasonable efforts to provide such a programme.

13.03 (b) Where an orientation programme is provided, the Employer agrees to distribute to the new employees a copy of any written package prepared by the Alliance which is for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. It will be the responsibility of the Alliance to ensure that the Employer is provided with sufficient copies of its written package to distribute to each new employee receiving the orientation programme.

(c) (i) During their first year of employment, regular and seasonal employees shall be provided, subject to operational requirements, an opportunity to meet with a representative of the Alliance pursuant to sub-paragraph (ii) below. A new regular or seasonal employee who attends such a meeting shall be granted a leave without loss of regular pay.

(ii) A representative of the Alliance will be offered the opportunity to meet with new regular and seasonal employees once per calendar quarter to make a presentation of up to forty-five (45) minutes acquainting the employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. Such a meeting shall be held at the community in which the employee is working at a location mutually arranged by the Alliance and the Public Service Commission.

ARTICLE 14

PROVISIONS OF BULLETIN BOARD SPACE

14.01 (a) The Employer shall provide bulletin board space in a reasonable number of locations for the posting of official Alliance notices. Subject to paragraphs (b) and (c) below, the Alliance shall not post notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives.

14.01 (b) Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of accredited Alliance representatives (as determined pursuant to Article 10.02 of this Agreement), news items and social/recreational events. Such approval shall not be unreasonably withheld.

(c) Any notice or other materials which do not come within paragraph (b) above, or which are considered by the Employer, acting reasonably, under paragraph (a) above to be adverse to its interests or to the interests of any of its representatives, may be removed by the Employer from the bulletin board. Where practicable, the Employer will not remove any such notice or other material without prior consultation with the Alliance.

ARTICLE 15

HOURS OF WORK

15.01 (a) Except as otherwise provided in this Agreement, hours of work shall be scheduled so that regular full-time employees and seasonal full-time employees work thirty-seven and one-half (37½) hours from Monday to Friday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.

15.01 (b) (i) The Employer will maintain the principle of Monday to Friday work week for regular employees working a forty (40) hour work week; however, this principle will not apply with respect to Security Guards or Road Maintenance Employees working a forty (40) hour work week.

Where the Employer, due to operational requirements, or in the safety and interest of the general public, is required to schedule a work week of other than Monday to Friday for forty (40) hours per week for regular employees, the Employer will consult with the Alliance and by mutual agreement, the regularly scheduled work week may be changed.

(ii) For seasonal full-time employees working a forty (40) hour work week, the Employer will provide the employee with two (2) consecutive days of rest per week.

(c) (i) It is recognized that the hours of work for those employees, as designated below, may be varied because of operational requirements. However, in no case shall these employees be scheduled to work in excess of thirty-seven and one-half (37½) normal hours per week or seven and one-half (7½) normal hours per day, exclusive of a meal period:

Manager, Network Services
Network Operator
Network Administrator
Network Architect
Network Specialist
Senior Network Operator
Systems Programmer

15.01 (c) (ii) **Where regular employees, as designated above, receive less than five (5) working days notice of a shift change, the regular employees may refuse to work an altered shift schedule by notice to the Employer.**

(d) (i) **In addition to the above designated employees, other regular employees may, from time-to-time, require some variation in the hours of work because of operational requirements. In no case, however, shall these regular employees be scheduled to work in excess of thirty-seven and one-half (37½) hours per week. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.**

(ii) **In addition to the employees designated in paragraph (c) (i) above, other auxiliary employees covered by Article 15.01 of the Collective Agreement may, from time-to-time, require some variation in the hours of work established under Article 15.01 because of operational requirements. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.**

15.02 (1) (a) Hours of work for those employees shown in Appendix "A" and "B" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work forty (40) hours per week and eight (8) consecutive hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.

(b) Hours of work for those employees shown in Appendix "C" and "D" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work forty (40) hours per week and eight (8) hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.

(2) Hours of work for those employees shown in Appendix "E" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day exclusive of a meal period.

(3) <u>Days of Rest - Liquor Store Employees</u> The Employer shall provide two (2) consecutive days of rest per week for liquor store regular employees employed at all liquor stores except Whitehorse. Whitehorse liquor store regular employees shall receive two (2) consecutive days of rest per week except between December 1 to December 31 and the week during which year-end inventory occurs. During these periods the Employer will make every reasonable effort to continue to provide regular employees with two (2) consecutive days of rest per week.

(4) The Employer agrees that the regular workday of an employee shall not be scheduled on a split shift basis without the prior written agreement of the Alliance.

15.02 (5) Primary Health Care Nurse and Primary Health Care Nurse-in-Charge

The employer will make every reasonable effort to offer first call Primary Health Care Nurses and Primary Health Care Nurses-in-Charge with two consecutive days off on a Saturday and Sunday not less than once every three weeks.

15.03 **Normal Work Schedule**

(a) A regular employee's working schedule will not be altered unless he/she has been given a minimum of seven (7) working days advance notice of the alteration. Where the Employer fails to give a regular employee seven (7) working days advance notice of an alteration in his/her normal work schedule, the Employer shall pay the employee at the rate of time and one-half (1½T) for all regular hours worked on the first day or shift worked following receipt of the notice of the change. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, subject to the overtime provisions of this Agreement.

(b) The Employer will maintain a written record of the advance notice being provided to a regular employee under paragraph (a) above, which record shall be accessible to employees. The written record shall only be used for the purpose of confirming when the notice was given in the case of a dispute raised by the regular employee of having received such notice.

(c) Paragraphs (a) and (b) shall apply to seasonal full-time employees.

(d) Change in Shift Schedule to Accommodate Training

(1) Notwithstanding the provisions of 15.03(a), the schedule of an employee who works shift work may be temporarily changed for the purpose of delivering training or professional development coursework required by the employer. In most cases, this change will require the employee to work from Monday to Friday during the length of the training.

(2) Where such a change is required, the employee will be given a minimum period of notice equivalent to the number of days in the employee's full shift rotation (days of work plus days of rest).

(3) Where the training does not last for the same number of hours as the employee's regular shift, the employee may elect to:

i) return to work for the remaining hours of their shift; or
ii) request leave for the remainder of their shift; or
iii) make up the hours within thirty (30) working days of the completion of the training.

(4) The employee must make their election known to their supervisor at the time of the notification of change of shift and where the employee's election cannot be accommodated due to operational requirements, the employee shall be provided with the reason and asked to make a second election.

15.04 **Compressed Work Week**

(1) Article 15.04 shall apply only to regular full-time employees and to seasonal full-time employees.

(2) Notwithstanding the provisions of this Article in respect of normally scheduled hours of work, when the Deputy Minister or his or her designate responsible for the program in that area concurs that the requirements in that area can be met, work in that area may be scheduled so that the employees concerned may complete the hours of work that they are normally scheduled to perform over a fourteen (14), twenty-one (21), or twenty-eight (28) day period:

(a) in nine (9) days over a 14 day period;
(b) in eight (8) days over a 14 day period;
(c) in fourteen (14) days over a 21 day period; or
(d) in nineteen (19) days over a 28 day period;

provided that the majority of the employees in that work place approve the revised work schedule and that no employee is scheduled to work less than four (4) full days in any continuous period of seven (7) days.

(3) Employees working compressed work weeks as described above may not flex the hours worked each day such that would allow them to take less than one-half of their regular working day off on a working day that is not their compressed day.

(4) Notwithstanding variations in the scheduled hours of work, approved pursuant to Article 15.04 (2), the implementation of any variation in hours shall not result in any additional overtime work, or additional payments by reason only of such variation, nor shall it be deemed to prevent the restoration of normally scheduled hours where, in the view of the Employer, operational requirements cannot be met under the varied schedule.

(5) Where the scheduled hours of work are varied pursuant to Article 15.04(2), an employee included in the varied schedule shall be entitled to days of rest on such days as are not scheduled as a normal working day for him/her.

The provisions of the Agreement that require variation in order to satisfy the conditions of Article 15.04(4) will be agreed upon prior to implementation.

15.05 **Flex Time**

Article 15.05 shall apply only to full-time regular and seasonal employees whose hours of work are governed by article 15.01 and 15.02.

(1) Where the employer and employee agree, start and finish times of any employee may be varied on a daily basis. Such variation shall not trigger application of article 15.03.

(2) Variations in the scheduled hours of work approved pursuant to (1) above shall not result in additional overtime or other payments to an employee by reason only of such variation.

15.06 **Shift Work**

(1) The Employer will make every reasonable effort:

(a) Not to schedule the commencement of a shift within **ten (10)** hours of the completion of the employee's previous shift; and

(b) To avoid excessive fluctuation in hours of work.

(2) An employee shall not work more than two (2) consecutive shifts.

(3) Effective December 1, 2010 Primary Health Care Nurses, Primary Health Care Nurses in Charge, Critical Care Paramedics, Team Lead, Medevac, Critical Care Paramedic, Medevac, Primary Care Paramedic, Medevac, Critical Care Nurses, Medevac and Wildland Firefighters shall be provided with a full eight (8) hours of rest without loss of regular pay before the commencement of their next regular shift.

Shift Exchanges

(3) (a) Provided sufficient advance notice is given in writing, and with the approval of the Employer, regular and seasonal employees may exchange shifts if there is no increase in cost to the Employer.

(b) Paragraph (a) above shall be applicable to an on-call employee who is advised in advance of a pay period of the hours that he/she will be scheduled to work in the same position for the upcoming pay period.

Rotating Shift Work

(4) When, because of operational requirements of the service, hours of work are scheduled for regular and seasonal employees on a rotating or irregular basis, the Employer shall set up a master weekly shift schedule and post it not fewer than fourteen (14) days in advance, which shall run for at least twenty-eight (28) calendar days. This schedule will cover the normal shift requirements of the work area.

15.07 **Averaging Hours Arrangements**

There may be times where it is in the best interest of the parties and operationally supported to have a work schedule that differs from that indicated in Article 15.01 or 15.02. In those cases the appropriate party will notify the other of the need for such an arrangement. No such arrangement of averaging hours shall take place unless there is mutual agreement. When average hours of work arrangements are agreed to there will not be any increase in the overtime pay/statutory holiday pay obligations above what would normally be incurred but for the averaging hours of work arrangement.

Subject to the provisions below the parties will develop a work schedule in a format that meets the needs of the parties.

The employer and the union may agree to average the employee's hours of work over a period of four weeks or more.

An averaging hours arrangement must be of at least three (3) months duration unless otherwise agreed by the parties, and:

15.07 (1) Be in writing;

(2) Be signed by the employer and the Union before the start date provided in the arrangement;

(3) Specify the number of weeks over which the arrangement applies;

(4) Specify the work schedule for each day covered by the arrangement;

(5) Specify the start date for the arrangement;

(6) Be posted or distributed electronically prior to the start date of the specified arrangement.

(7) Provide that the work schedule is posted or distributed electronically fourteen days prior to the start of the schedule;

(8) Include an annual review to ensure the hours are meeting the needs of the parties in relation to operational requirements;

(9) Provide for the following hours of work for the employee(s):

(a) 37.5 hours or 40 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day) if the arrangement specifies a one week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;

(b) 75 or 80 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day), if the arrangement specifies a two week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;

(c) 112.5 hours or 120 hours (depending on if the employee(s) work 7.5 or 8 hours per day) if the arrangement specifies a three week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and

(d) 150 hours or 160 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day) if the arrangement specifies a four-week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.

(10) For purposes of calculating average weekly hours for an employee(s):

(a) only the first twelve hours worked by the employee in each day are counted, no matter how long the employee works on any day of the week, and

(b) the time the employee works beyond the scheduled hours and for which the employee is paid as per the overtime provisions of Article 16 of the Collective Agreement, is excluded.

(11) If the schedule specified in the average hours arrangement is for:

(a) one week, the employer must ensure the employee receives two consecutive days of rest;

15.07 (11) (b) two weeks, the employer must ensure the employee receives four days of rest and which is in periods of not less than two consecutive days;

(c) three weeks, the employer must ensure the employee receives six days of rest and which is in periods of not less than two consecutive days; and

(d) four weeks, the employer must ensure the employee receives eight days of rest and which is in periods of not less than two consecutive days.

(12) For the purposes of 11 (a) – (d), a week shall mean any period of seven (7) consecutive days as agreed to by the parties.

(13) Pay shall be at overtime rates as per the applicable overtime provisions of Article 16 of the Collective Agreement if the employee:

(a) works more than the scheduled hours per day;
(b) works more than twelve hours on a scheduled day of work;
(c) works on a scheduled day of rest; and
(d) works more than the scheduled number of hours for the averaging period.

15.08 **Heavy Equipment Operator Shifts**

(a) Notwithstanding other provisions of this Article, during extreme dry road and weather conditions during the months of May to August, the Employer may alter the time of commencement and termination of regular H.E. Operators' shifts on any regularly scheduled day of work for the purpose of watering and blading the road surface, by giving the employee not less than twenty-four (24) hours advance notice of change.

(b) Where a regular Operator's shift is altered in accordance with paragraph (a) above, the employee shall be paid at overtime rates for the first shift worked following receipt of notice of the change.

(c) Paragraphs (a) and (b) shall apply to seasonal full-time employees.

15.09 **No Guarantee**

This Article shall not be construed as guaranteeing the employee a minimum or a maximum number of hours of work.

15.10 **Hours of Work - On-Call Employees**

Except as otherwise specifically provided in this Agreement, Article 15 shall not be applicable to on-call employees. The following provisions shall apply to on-call employees:

(1) **Hours of Work**

(a) Subject to the provisions of this Collective Agreement, and paragraph (b) below, the hours of work to be performed by an on-call employee, shall be determined by the Employer.

(b) Subject to the provisions of this Collective Agreement, an on-call employee who is called to work by the Employer as a replacement for a regular employee shall work that employee's scheduled daily hours of work, provided work is available.

15.10 (1) (b) If the on-call employee is called to work by the Employer to replace a regular employee after the regular employee has commenced his/her shift, the on-call employee shall work the remaining hours of that employee's shift, provided work is available.

(2) **Notice**

The Employer will make every reasonable effort to provide an on-call employee with as much advance notice of the required on-call work assignment as is practicable and reasonable in the circumstances, and where possible will give at least twenty-four (24) hours notice.

(3) **Scheduling**

Subject to the operational requirements of the Employer, on-call employees will be called in on a rotational roster basis.

15.11 (a) **Rest Periods**

The Employer shall schedule two paid rest periods per day of fifteen (15) minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the meal break.

(b) **Meal Breaks**

The Employer shall schedule a lunch period or a meal break as close as possible to the mid-point of an employee's shift. The duration of the lunch or meal break may vary between classes but shall not be less than one-half (½) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee following the date of the signing of this Agreement.

(c) **Paid Meals**

Where Youth Service Workers, Corrections employees, Dormitory Supervisors, or employees of Senior Citizens' Lodges are designated by the Employer to take meals with the residents or inmates as part of their assigned duties, the Employer shall pay for the cost of the meal.

(d) **Wash Up Time**

Where the Employer determines that there is a clear-cut need, employees in the Operational Services and Labour, and Trades occupational groups, may be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances, this period may be extended by the Employer to a maximum of fifteen (15) minutes.

15.12 Hours of Work - Employees at the Whitehorse Corrections Centre

(1) **Corrections Officers on Shift Rotation**

Hours of work for regular full-time and seasonal full-time Corrections Officers employed at the Whitehorse Corrections Centre shall be scheduled so that:

15.12 (1) (a) In every twenty-four (24) day period, employees work four (4) consecutive 12-hour days followed by four (4) consecutive days of rest, followed by four (4) consecutive 12-hour days of work followed by four (4) consecutive days of rest, followed by four (4) consecutive 8-hour days of work followed by four (4) consecutive days of rest.

(b) In addition to (1)(a) above, and in lieu of one (1) day of rest in a twelve (12) month period, one (1) 12-hour regular work day shall be scheduled for the purposes of training with a minimum of fourteen (14) days' notice.

(c) Eight (8) hour shifts shall be inclusive of one (1) paid half hour meal period, and twelve (12) hour shifts shall be inclusive of two (2) paid half hour meals periods.

(2) **Senior Corrections Officers on Shift Rotation**

Hours of work for regular full-time Senior Corrections Officers shall be scheduled so that:

(a) In every eight (8) day period, employees work four (4) 11.25 hour days followed by four (4) days of rest.

(b) All shifts shall be exclusive of a paid meal break of one half (½) hour.

(3) **Cooks**

Hours of work for regular full-time and seasonal full-time cooks (Corrections) including the Food Service Manager, shall be scheduled so that:

(a) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;

(b) On a daily basis, employees work eleven and a half (11½) hours on weekdays inclusive of a paid meal period of one half (½) hour, and nine (9) hours on brunch days (weekends and statutory holidays) inclusive of a paid meal period of one half (½) hour.

(4) **Administrative Staff**

Hours of work for employees whose primary duties are administrative shall be governed by Article 15.01.

(5) **All Other Employees Not on Shift Rotation**

Except as otherwise provided in this agreement, hours of work for all other regular full-time and seasonal full-time employees who are assigned in functions that do not require rotating shifts, including work crew supervisors or program delivery officers, shall be scheduled so that either:

(a) In every seven (7) day period, employees work five (5) consecutive 7.5 hour days followed by two (2) consecutive days of rest, or

(b) In every eight (8) day period, employee work four (4) 10.75 hour days followed by four (4) days of rest.

(c) All shifts shall be inclusive of a paid meal break of one half (½) hour.

15.12 (6) Part-time nurses may be scheduled to work weekends and statutory holidays.

15.13 **Hours of Work - Compliance Employees (Highways & Public Works)**

(1) Hours of work for regular full-time and seasonal full-time Compliance employees and Assistant Manager, Compliance Station whose headquarters area is outside of Whitehorse shall be scheduled so that:

(a) In every fifteen (15) day period, employees work ten (10) consecutive days followed by five (5) consecutive days of rest.

(b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

(2) Hours of work for regular full-time and seasonal full-time Compliance employees and Assistant Manager, Compliance Station whose headquarters area is Whitehorse, shall be scheduled so that:

(a) In every twenty-one (21) day period, employees work seven (7) consecutive days followed by three (3) consecutive days of rest, followed by seven (7) consecutive days of work followed by four (4) consecutive days of rest.

(b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

15.14 **Hours of Work - Continuing Care Facilities**

(1) Hours of Work for regular full time and seasonal full time Domestic Aides and Maintenance Persons shall be scheduled so that:

a) Employees work forty hours from Monday to Friday inclusive and 8 consecutive hours per day exclusive of a meal break.

b) Part-time maintenance person(s) will be scheduled to work weekends.

c) Part-time domestic aides will be scheduled to work weekends.

(2) Hours of Work for regular full time and seasonal full time therapy assistants and recreation therapists shall be scheduled so that employees work thirty-seven and one-half (37½) hours from Monday to Sunday, and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.

Copper Ridge

(3) Hours of Work for regular full time Registered Nurses and Nursing Home Attendants assigned to Seniors Units shall be scheduled so that:

a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;

b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;

(c) On call employees shall be entitled to receive overtime compensation as per article 16.09 (b).

15.14 (4) Hours of Work for Regular Full Time Licensed Practical Nurses assigned to Seniors Units or assigned to Complex Care shall be scheduled so that:

a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;

b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;

c) On call employees shall be entitled to receive overtime compensation as per article 16.09(b).

(5) Hours of Work for Regular Full Time Registered Nurses (RN's), Licensed Practical Nurse's (LPN's), and Nursing Home Attendants (NHA's) assigned to the Special Care Unit shall be scheduled so that:

a) In every six (6) day period employees work four (4) consecutive days followed by two (2) consecutive days of rest;

b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour; or

c) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;

d) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; and

e) on call employees shall be entitled to receive overtime compensation as per article 16.09b).

(6) Hours of Work for Regular Full Time Registered Nurses (RN's), assigned to the Children and Adults Unit shall be scheduled so that:

a) In every nine (9) day period employees work six (6) consecutive days followed by three (3) consecutive days of rest;

b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour.

c) On call employees shall be entitled to receive overtime compensation as per article 16.09(b) and 16.09 (d) (1).

(7) Hours of Work for Licensed Practical Nurses (LPN's) and Nursing Home Attendants (NHAs') assigned to the Children and Adults Unit shall be scheduled so that:

(a) In every nine (9) day period employees work six (6) consecutive days followed by three (3) consecutive days of rest;

(b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour; and

(c) On-call employees shall be entitled to receive overtime compensation as per article 16.09(b).

OR

15.14 (7) (d) In every nine (9) day period, employees work for four (4) consecutive days followed by five (5) consecutive days of rest;

(e) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; and

(f) On-call employees shall be entitled to receive overtime compensation as per article 16.09(b) and 16.09 (d) (i).

(8) Hours of Work for Regular Full Time Registered Nurses (RN's), Nursing Home Attendants (NHA's), assigned to Complex Care shall be scheduled so that:

a) In every nine (9) day period employees work six (6) consecutive days followed by three (3) consecutive days of rest;

b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour; or

(c) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;

(d) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; and

(e) On call employees shall be entitled to receive overtime compensation as per article 16.09(b) and 16.09 (d) (1).

(9) It has been agreed to by the parties that hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants within Continuing Care will not necessarily fall within the language in 44.02 (a) (i) (ii) (iii) and/or (iv).

(10) Effective May, 2002 all nursing personnel (RN, LPN & NHA) within Continuing Care are considered to be 7.5 hour per day and 75 hour bi-weekly employees. Nursing personnel who work eight (8) hour shifts (inclusive of the meal period) and/or twelve (12) hour shifts (inclusive of two ½ hour meal breaks) must have leave from the workplace such as vacation, sick, special and long service leave decremented from leave accruals at 7.5 hours and eleven (11) hours respectively.

(11) (a) Effective July 4, 2005 the employer may recruit and schedule one (1) regular Administrative Clerk, Copper Ridge Place, to work thirty-seven and one-half (37½) hours from Tuesday to Saturday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.

(b) Effective July 4, 2005 the employer may recruit and schedule one (1) regular part-time Administrative Clerk, Copper Ridge Place, to work seven and one-half (7½) consecutive hours on Sunday and Monday, exclusive of a meal period.

(c) Hours of Work for regular full-time Scheduling Clerks at Copper Ridge Place shall be scheduled so that:

i) in every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;

15.14 (11) (c) (ii) on a daily basis, employees work twelve (12) hours inclusive of two(2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;

(iii) on-call employees shall be entitled to receive overtime compensation as per article 16.09(b).

(12) Notwithstanding the above, the employer may, subject to operational requirements, schedule an individual shift that falls outside the specified hours of work stipulated in this article, but in no circumstances shall the deviation in regular hours of work extend beyond 60 calendar days.

(13) Where the employer demonstrates the existence of an operational need that requires the establishment of a shift which deviates from the regular hours of work on an ongoing basis, such deviation shall only be implemented with the approval of the Union. Such approval shall not be unreasonably denied.

15.15 (1) **Food Services in Whitehorse Continuing Care**

(a) Hours of work for regular full-time and seasonal full-time Cooks and Dietary Aides in the Whitehorse Continuing Care facilities may be scheduled as follows:

(i) in every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; or

(ii) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; or

(iii) in every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest;

(iv) in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

(b) Notwithstanding (a) above, employees on strength as of April 10, 1989 will not be required by the Employer to change their current shift pattern.

(c) Employees hired after April 10, 1989 may be assigned to any of the shift patterns delineated in (a) above, subject to the understanding that once assigned paragraph (b) will apply.

(2) **McDonald Lodge**

(a) Hours of work for regular full-time and seasonal full-time Home Care Attendants and Nursing Home Attendants shall be scheduled so that:

(i) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest;

(ii) on a daily basis, employees work eight (8) hours inclusive of a paid meal break of one-half (½) hour.

(b) Hours of work for regular full-time and seasonal full-time Night Care Attendants shall be scheduled so that:

15.15 (2) (b) (i) employees work forty (40) hours Monday to Friday inclusive and eight (8) consecutive hours per day, inclusive of a paid meal period of one-half (½) hour.

(c) Hours of work for regular full-time and seasonal full-time Cooks (McDonald Lodge) may be scheduled as follows:

(I) in every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; or

(ii) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest;

(iii) in each of the above, on a daily basis employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

(d) Part-time Night Care Attendants may be scheduled to work weekends and statutory holidays.

(3) <u>Thomson Centre</u>

(a) Hours of work for regular full-time Registered Nurses, Licensed Practical Nurses, and Nursing Home Attendants assigned to the Extended care Unit at the Thomson Centre shall be scheduled so that:

(i) in every forty-two (42) day period, employees work twenty-one (21) shifts;

(ii) no more than four (4) consecutive regular days will be worked;

(iii) no less than two (2) consecutive days of rest will be scheduled;

(iv) on a daily basis, employees work ten (10) hours and forty (40) minutes exclusive of meal periods;

(v) within the consecutive regular days in (ii) above, employees shall be scheduled to work exclusively day, evening or graveyard shifts, except by prior written agreement between the employees and the supervisor;

(vi) the employer shall schedule two (2) unpaid meal breaks of forty (40) minutes duration for full-time employees. Such breaks shall be scheduled so that they occur as close as possible to the first and the second third point of the shift;

(vii) where practical, schedules will not be finalized without prior consultation with employees.

(b) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01 and 25.01(1) respectively; however a day for the purposes of calculating earned leave credits or paying designated paid holidays as per Article 20.01(1) shall be considered to be seven and one-half (7½) hours.

15.15 (3) (c) Hours of work for regular full-time Registered Nurses, Licensed Practical Nurses and Nursing Home Attendants assigned to the Special Care Unit at the Thomson Centre shall be scheduled so that:

(i) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest;

(ii) on a daily basis, employees work eight (8) hours inclusive of a paid meal break of one-half (½) hour.

(iii) while assigned to the Special Care Unit, regular employees shall earn leave in accordance with Articles 23.02(1), 23.02(3) (a), 24.01(1) and 25.01(1).

(4) Macaulay Lodge

Hours of work for regular full-time and seasonal full-time Registered Nurses, Licensed Practical Nurses and Nursing Home Attendants shall be scheduled so that:

(a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest; and

(b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and the second third points of the shift; or

(c) (i) in every nine (9) day period, employees work **five (5)** consecutive days followed by consecutive days of rest; or

(ii) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; or

(iii) in every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest;

(iv) in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

(d) Notwithstanding (a), **(c) or (d)** above, employees on strength as of April 10, 1989 will not be required by the Employer to change their current shift pattern.

(e) Employees hired after April 10, 1989 may be assigned to any of the shift patterns delineated in (a), **(c) or (d)** above, subject to the understanding that once assigned paragraph (d) will apply.

15.16 **Hours of Work for Recovery Unit Attendants, Licensed Practical Nurses (Alcohol and Drug Services), Residential Attendants, Youth Service Workers, Youth Service Worker – Team Leader; Cook (Shelter); Cook Supervisor, Part-time Assistant Cook (Young Offenders Facility) and *Senior Residential Attendant***

(1) Residential Attendants **and Senior Residential Attendant**

Hours of work for regular full-time and seasonal full-time Residential Attendants **and Senior Residential Attendants** shall be scheduled so that

(a) In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest.

(b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

(2) Youth Service Workers and Residential Careworkers

Hours of work for regular and seasonal Youth Service Workers and Residential Careworkers shall be scheduled so that:

(a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) days of rest;

(b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;

(c) For the purpose of vacation, long service leave, special and sick leave accruals, regular employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in articles 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1); however a day for the purpose of calculating earned credits or paying designated paid holidays as per Article 20.01 shall be considered to be eight (8) hours.

(d) On call employees shall be entitled to receive overtime compensation according to article 16.09(d);

(e) Part-time Residential Careworkers may be scheduled to work weekends and statutory holidays.

(3) Cooks - Shelter

(a) Hours of work for regular full-time and seasonal full-time employees shall be scheduled so that employees work forty (40) hours per week on weekdays, and ten (10) consecutive hours per day, inclusive of a paid meal period of one-half (½) hour.

(c) Hours of work for regular part-time and seasonal part-time employees shall normally be scheduled on Fridays, Mondays, weekends and designated paid holidays.

15.16 (4) (a) Hours of work for a regular full-time Cook Supervisor shall be scheduled so that:

(i) in every seven day period, the Cook Supervisor works four (4) consecutive days (Monday – Thursday) followed by three (3) consecutive days of rest;

(ii) on a daily basis, employees work ten (10) hours inclusive of a paid meal break of one-half hour;

(iii) for the purpose of vacation, long service, special and sick leave accruals, full time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.

(iv) work performed on a designated paid holiday shall be paid as per 20.07.

(b) Hours of work for a regular part-time Assistant Cook shall be scheduled so that:

(i) in every seven day period, the Assistant Cook works three (3) consecutive days (Friday - Sunday) followed by four (4) consecutive days of rest;

(ii) on a daily basis, the employee works ten (10) hours inclusive of a paid meal break of one-half hour;

(iii) for the purpose of vacation, long service, special and sick leave accruals, part-time employees who receive pay for at least five (5) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.

(iv) work performed on a designated paid holiday shall be paid as per 20.07.

(5) Youth Service Worker - Team Leader

Hours of work for regular full-time employees shall be scheduled so that:

(a) In every eight day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;

(b) On a daily basis, employees work ten hours and forty minutes (10.40) inclusive of two (2) paid meal periods of one-half (½) hour each scheduled as close as possible to the completion of the first third and second third points of the shift;

15.16 (5) (c) For purpose of vacation, long service leave, special and sick leave accruals, regular employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in articles 23.02 (1), 23.02 (3) (a), 24.01 (1) and 25.01 (1), however a day for the purpose of calculating earned credits or paying designated paid holidays as per Article 20.01 shall be considered to be **seven and one-half (7½)** hours.

(b) On-call employees shall be entitled to receive overtime compensation according to article 16.**09** (d) (1) or (**e**);

(6) Regular Full Time Licensed Practical Nurses (Alcohol and Drug Services) **and Recovery Unit Attendants** shall be scheduled so that:

a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;

b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;

c) On call employees shall be entitled to receive overtime compensation as per article 16.**09** (b) and (d) (i).

15.17 **Hours of Work - Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors and Junior Project Inspectors**

Hours of work for regular full-time and seasonal full-time Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors, and Junior Project Inspectors shall be scheduled so that:

(1) Between the calendar months of November 1st through to April 30th inclusive, employees work thirty-five (35) hours Monday to Friday inclusive and seven (7) consecutive hours per day, exclusive of a paid meal period.

(2) Between the calendar months of May 1st through to October 31st inclusive, employees work forty (40) hours Monday to Friday inclusive and eight (8) consecutive hours per day, exclusive of a paid meal period.

(3) The hourly rate of pay for Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors and Junior Project Inspectors shall be determined by dividing the applicable bi-weekly rate of pay by seventy-five (75) hours.

(4) For the purpose of earning and using leave credits; a day for full-time seasonal employees shall mean 7.5 hours.

15.18 **Average Hours of Work - Social Workers; Site Planners, Park Planners, Park Technicians, Regional Superintendents (Parks and Outdoor Recreation Branch) and Senior Park Ranger (Klondike)**

In view of operational requirements, hours of work for regular and seasonal Social Workers, Site Planners, Park Planners, Park Technicians, Regional Superintendents (Parks and Outdoor Recreation Branch) and **Senior Park Ranger (Klondike)** may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employees shall:

15.18 (i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Friday; and

(ii) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.

(iii) In view of operational requirements, hours of work for regular and seasonal Social Workers, Site Planners, Park Planners, Senior Park Rangers, Park Technicians, Park Rangers II and Regional Superintendents - Parks and Outdoor Recreation Branch employed on a part-time basis, may be scheduled so that the prescribed hours may be averaged out over a period of twenty-eight (28) consecutive calendar days.

Hours of work authorized in excess of one hundred and fifty (150) hours, in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½T). Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours.

15.19 **Average Hours of Work - Wildlife Technicians, Biologists, Park Rangers, Hunter Education Coordinator, Vegetation Ecologist, Fish & Wildlife Coordinators, Fire Inspectors, Deputy Fire Marshal, Liquor Inspectors, Park Interpretive Staff (Park Interpretive Supervisor, Interpreter, Assistant Interpreter), Manager (Environment), Park Officer and Park Officer Supervisor, Senior Park Ranger (Herschel), Alcohol and Drug Services (Intake Treatment Worker; Counselor; Supervisor, Treatment Services)**

In view of operational requirements, hours of work for regular and seasonal Wildlife Technicians, Biologists, Park Rangers, Hunter Education Coordinator, Fire Inspectors, Deputy Fire Marshal, Liquor Inspectors, Vegetation Ecologist, Fish & Wildlife Coordinator, **Park Interpretive Staff (Park Interpretive Supervisor, Interpreter, Assistant Interpreter), Park Officer, Park Officer Supervisor, Senior Park Ranger (Herschel), Alcohol and Drug Services (Intake Treatment Worker, Counselor, and Supervisor, Treatment Services)** may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employees shall:

(i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday; and

(ii) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.

Hours of work authorized in excess of one hundred and fifty (150) hours, in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½T). Designated holidays which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours.

To clarify: Biologist includes biologists of varying titles (e.g. botanist) and includes assistant or senior/junior biologists; Wildlife Technician includes technicians of varying titles (e.g. wildlife harvest technician); Coordinator includes Fish & Wildlife Coordinators of varying titles (e.g. habitat protection coordinator); Manager includes managers of varying titles (e.g. Manager Habitat Protection);; **Park Interpretive Staff includes Park Interpretive Supervisor, Interpreter and Assistant Interpreter.**

15.20 **Hours of Work - Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment)**

Hours of work for regular and seasonal Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment) shall be scheduled so that:

(A) (1) (a) Between June 15 and September 15, inclusive, for a maximum period of eleven (11) weeks scheduled consecutively, when camps are in operation, employees shall work ten (10) consecutive days followed by four (4) consecutive days of rest;

(b) Notwithstanding Article 15.20(1)(a) above and Article 15.03, by mutual consent between the employee and the Employer, the employee may vary his/her scheduled days of work and rest between June 15 and September 15, provided that:

(i) A 5:2 ratio of days of work to days of rest is maintained; and

(ii) No more than fifteen (15) consecutive regular work days and no less than five (5) consecutive regular workdays are scheduled in any one block.

(2) Between September 16 and June 14, employees shall work according to Article 15.01.

(3) At all times when the camps are not in operation, employees shall work seven and one-half (7½) consecutive hours per day, exclusive of an unpaid meal period.

(4) Notwithstanding 15.21(3) above, when the camps are operational and regular seven and one-half (7½) hour shifts have not been scheduled, employees shall receive, in addition to their regular pay, pay for four (4) additional hours at the rate of time and one-half (1½) for each twenty-four (24) hour period assigned to the camp.

(B) Notwithstanding Articles 15 and 16 of the collective agreement, the parties agree that the following conditions will apply to seasonal employees working at Herschel Island:

(1) Park Rangers/Park Interpreters

(a) Hours of work for Park Rangers and Park Interpreters will be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employee shall:

(i) work an average of 37½ hours per week, Monday through Sunday; and

(ii) work an average of 7½ hours per day, exclusive of a paid meal period.

15.20 (B) (1) (a) Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½T). Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours.

(b) During each twenty-eight (28) consecutive calendar day period, the Park Ranger and Park Interpreters will be scheduled to be on Herschel Island for fifteen (15) consecutive days, including the days of travel to and from Herschel Island, and thirteen (13) consecutive days off of Herschel Island.

15.21 Hours of Work - Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer

Hours of work for regular and seasonal Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance and Environmental Protection Officer shall be scheduled so that:

(1) (a) Between the calendar months of November 1st through to April 15th, inclusive, Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer work thirty-seven and one-half (37½) hours, Monday to Friday, inclusive, and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period; and

(b) Between the calendar months of April 16th through to October 31st, inclusive, Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer work any five (5) consecutive days in a seven (7) day period and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period.

(2) At the option of the Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer and by mutual agreement of the Employer, a Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer may vary his/her hours of work other than those as specified in Clause 15.21 **(1) (a) and (b) above**.

(3) (a) When a Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer works on a designated paid holiday he/she shall be paid in accordance with Clause 16.05 of the Collective Agreement; or

15.21 (3) (b) At the employee's option, a lieu day with pay in place of the holiday pay shall be granted the full-time Conservation Officer, the full-time Manager, Field Operations, the full-time Special Services Officer, the full-time Manager Enforcement and Compliance or the full-time Environmental Protection Officer subject to operational requirements at a time convenient to both the full-time Conservation Officer, or the full-time Manager, Field Operations, the full-time Special Services Officer, the full-time Manager Enforcement and Compliance, or the full-time Environmental Protection Officer, and the Employer.

(b) When a day designated as a holiday under Clause 20.01 falls on a full-time Conservation Officer's, full-time Manager, Field Operations, full-time Special Services Officer's, full-time Manager Enforcement and Compliance or full-time Environmental Protection Officer's day of rest, the holiday shall be moved to the employee's first working day following his/her normally scheduled days of rest.

15.22 **Hours of Work – Airport Firefighters and Airport Fire Captains**

Hours of work for regular full-time and seasonal full-time Airport Firefighters and Airport Fire Captains shall be scheduled so that:

(1) In every sixteen (16) day period, employees work four (4) consecutive days of ten (10) consecutive hours followed by four days of rest, followed by four (4) consecutive nights of fourteen (14) consecutive hours followed by four days of rest; and

(2) Shifts shall be inclusive of a paid meal period of one-half (½) hour.

15.23 **Hours of Work: Emergency Medical Services Shift Work Employees**

Hours of work for regular full-time and seasonal full-time Emergency Medical Services shift work employees shall be scheduled so that:

(i) In every nine (9) day period, employees work four (4) consecutive days, followed by five (5) consecutive days of rest; and

(ii) On a rotational basis, employees work either:

a. twelve (12) consecutive hours per day; or
b. two (2) consecutive days of ten (10) consecutive hours followed by two (2) consecutive days of fourteen (14) consecutive hours;

inclusive of a paid meal period per shift of one-half (½) hour.

(iii) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1), and 25.01(1) respectively; however a day for the purposes of calculating earned leave credits or paying designated paid holidays as per Article 20.01(1) shall be considered to be seven and one-half (7½) hours. Employees who work ten (10), twelve (12) or fourteen (14) hour shifts (inclusive of one ½ hour meal break) will have leave from the workplace such as vacation, sick, special and long service leave decremented from leave accruals at 9.5 hours, 11.5 hours or 13.5 hours respectively.

15.24 **Hours of Work – Park Personnel (Park Maintenance Person, Park Maintenance Supervisor and Park Facilities Painter)**

(1) Hours of work for regular full-time and seasonal full-time **Park** Personnel shall be scheduled so that:

(a) In every fourteen (14) day period, employees work eight (8) consecutive days followed by six (6) consecutive days of rest.

(b) On a daily basis, employees work ten (10) consecutive hours exclusive of a meal period.

(2) The parties acknowledge that under certain circumstances in a seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest. On a daily basis, employees work eight (8) consecutive hours exclusive of a meal period.

15.25 **Hours of Work - Education Consultants**

The following provisions shall apply to regular full-time Education Consultants:

(1) The regular work day of a full-time Education Consultant shall be seven and one-half (7½) hours, exclusive of a meal period. The regular work week shall be thirty-seven and one-half (37½) hours, Monday through Friday.

(2) The parties recognize that the Education Consultants are provided with a significant degree of flexibility in scheduling their working hours during the school year. The parties further recognize that the Education Consultants' hours of work will vary during the school year, and that overtime hours of work will be performed by the Education Consultants.

(3) The Employer acknowledges that the Education Consultant shall be pre-authorized to work sixty (60) hours of overtime in excess or outside of his/her regular daily and weekly hours of work as set out in paragraph (1) above. The Education Consultant shall maintain a written log of these pre-authorized overtime hours of work, which shall indicate the nature of the work performed, the date and time that the work was performed and the duration of the overtime work.

(4) In regard to the pre-authorized hours of overtime set out in paragraph (3) above, the Education Consultant shall be provided with an additional twelve (12) days leave with regular pay per completed school year in lieu of overtime compensation as provided in the Collective Agreement. The additional twelve (12) days leave shall be earned on the basis of one (1) leave day for each five (5) pre-authorized overtime hours worked pursuant to paragraph (3) above.

(5) The Education Consultant shall be required to take his/her earned leave under paragraph (4) above during the summer vacation period of the school year.

(6) Any overtime hours of work performed by the Education Consultant in excess of the sixty (60) pre-authorized hours in paragraph (3) above:

(i) must be authorized in advance by the Employer, and
(ii) will be compensated for pursuant to Article 16 of the Collective Agreement.

15.26 **Hours of Work - Info Centre Receptionists, Supervisors, and Beringia Centre Staff**

Hours of work for seasonal full-time Info Centre Receptionists, Info Centre supervisors and Beringia Centre interpretive guides and supervisor shall be scheduled so that:

(a) In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest.

(b) On a daily basis, employees work seven (7) hours exclusive of a meal period.

15.27 **Hours of Work-Observer/Communicator *and* Observer/Communicator Supervisor, Old Crow**

Hours of work for regular full-time and seasonal full-time Observer/ Communicators and Observer/Communicator Supervisor in Old Crow shall be scheduled so that:

(1) (a) In every six (6) day period, employees work four (4) consecutive days, followed by two (2) consecutive days of rest.

(b) On a daily basis, employees work seven and one-half (7½) consecutive hours inclusive of a paid meal period of one-half (½) hour.

(2) The parties recognize that under certain circumstances, in a ten (10) day period employees work five (5) consecutive days followed by five (5) consecutive days of rest. On a daily basis employees work ten (10) consecutive hours inclusive of a paid meal period of one-half (½) hour.

15.28 **Hours of Work – Family Support Workers (Whitehorse only), Supported Independent Living Workers, Home Support Workers, Home Care Nurses, Restorative Community Conference Coordinator and Intensive Support & Supervision Worker (Youth Probation)**

(i) In view of operational requirements, hours of work for regular and seasonal Family Support Workers (Whitehorse only), Restorative Community Conference Coordinator, Home Care Nurses, Intensive Support & Supervision Worker (Youth Probation), Supported Independent Living Workers and Home Support Workers may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, employees shall:

(a) work an average of thirty-seven, and one-half (37½) hours per week, Monday through Sunday (Home Support Workers) (Supported Independent Living Workers and Family Support Workers - Whitehorse), Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation), Licensed Practical Nurse (LPN – Home Care); and

(a) work an average of seven and one-half (7½) hours per day, exclusive of a paid meal period.

(ii) Hours of work for part-time employees may be averaged out over a period of twenty-eight (28) consecutive calendar days, and may be non-consecutive on a daily basis.

15.28 (ii) Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½). Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours.

(iii) Notwithstanding article 44.05 (a), a part-time employee may not refuse to work any additional time beyond his/her full-time equivalent (FTE) apportionment unless the employee's hours scheduled by the Employer have exceeded ten per cent (10%) of the apportionment.

(iv) In recognition of the nature of client relationships, article 15.10 (3) shall not apply to on-call auxiliary employees appointed to the positions listed in (i) above. However, the employer shall consider equalization of workload as well as client fit when assigning new clients to the program.

(v) Part-time Home Care Nurses may be scheduled to work on Saturdays, Sundays and Statutory Holidays.

15.29 **Security Guards**

1. Hours of work for regular full-time Security Guards shall be scheduled so that:

   (i) In every seven (7) day period, security guards will work five (5) consecutive days followed by two (2) consecutive days of rest; the security guard will be placed on a full 24 hour seven day rotation of days, evenings, midnights and will be provided with a set permanent schedule of days of rest upon hire.

   (ii) On a daily basis, employees work (8) hours inclusive of a paid meal break of one-half (½) hour.

2. The three existing security guards identified between the parties in the Letter of Understanding signed June 2006 will rotate through three shifts at three month intervals. Each employee would have every third weekend off and the other two weeks each employee would have one day off on the weekend. The three shifts have days off as follows:

   1. Friday/Saturday
   2. Saturday/Sunday
   3. Sunday/Monday

The arrangement for the three existing permanent security guards will cease when they resign.

15.30 **Airport Security Guards**

Hours of work for regular full-time and seasonal full-time Airport Security Guards shall be scheduled so that:

a) In every eight-day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;

b) On a daily basis, employees work 10.75 hours inclusive of a paid meal period;

15.30 c) For the purpose of vacation, long service, special and sick leave accruals, full-time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1) shall be considered to be eight (8) hours.

15.31 The employer may recruit for and schedule one (1) regular Community Health Nurse, Whitehorse Health Centre, to work thirty-seven and one-half (37½) hours from Tuesday to Saturday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.

15.32 The Employer may recruit and schedule regular part-time Building Engineers-Highways and Public Works assigned to Property Management, to work eight (8) hours per day, Saturday, Sunday and designated paid holidays as identified in Article 20.01(1), inclusive of a paid meal break of one-half (½) hour.

15.33 The employer may recruit and schedule one (1) regular Registered Nurse assigned to the Detox Centre of Alcohol and Drug Services, to work thirty-seven and one-half (37 ½) hours from Wednesday to Sunday inclusive and seven and one-half (7½) consecutive hours per day exclusive of a meal period.

15.34 Hours of Work – Eagle Plains Camp

Hours of work for regular Foreman and Road Crew at Eagle Plains Camp shall be scheduled so that:

(a) In every fourteen (14) day period, employees work eight (8) consecutive days followed by six (6) consecutive days of rest;

(b) On a daily basis, employees work ten (10) hours inclusive of a paid meal period of one-half (½) hour, scheduled as close as possible to the mid point of the shift; and

(c) On-call employees shall be entitled to receive overtime compensation as per article 16.10 (b) and 16.10 (d) (i).

15.35 Gadzoosdaa Residence

Hours of work for regular full time and seasonal full time Night Custodial/Assistant Supervisors at Gadzoosdaa Residence shall be scheduled so that:

(i) In every 14-week period, employees work seventy (70) shifts;

(ii) no more than six (6) consecutive days will be worked;

(iii) no fewer than two (2) consecutive days of rest will be scheduled;

(iv) on a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break.

ARTICLE 16

OVERTIME

16.01 (a) Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

(i) to allocate overtime work on an equitable basis among readily available, qualified employees; and

(ii) to give employees who are required to work overtime reasonable advance notice of this requirement;

but notwithstanding (i) and (ii) above, when there is an emergency, an employee may be required to work overtime on shorter notice than provided in 16.01(a)(ii) above.

(b) An employee may refuse to work overtime for just cause, and may be required to state the refusal and the cause in writing.

16.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her when:

(a) The overtime work is authorized in advance by the Employer; and

(b) The employee does not control the duration of the overtime work.

16.03 **Regular Working Day**

A regular or seasonal employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

16.04 **Days of Rest**

A regular full-time or seasonal full-time employee shall be compensated:

(i) for hours of overtime worked on his/her first day of rest at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter; and

(ii) for hours of overtime worked on his/her second or subsequent day of rest at the rate of double time (2T).

16.05 **Designated Paid Holiday**

(a) A regular or seasonal employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Section 20.01(1).

(b) A regular or seasonal employee who is required to work on a designated paid holiday following a day on which he/she worked and received overtime pay in accordance with Article 16.04 or Article 44.05(a) shall be compensated for the hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided in Section 20.01(1).

16.05 (c) An on-call employee, other than an **Emergency Medical Services shift work employee**, who is required to work on a designated paid holiday, shall be compensated pursuant to Article 20.10(3) of this Agreement.

16.06 **Compensatory Leave in Lieu of Overtime Payment**

(a) Notwithstanding the provisions of 16.03, 16.04, 16.05 and 16.08, overtime earned by a regular employee within any pay period may, at the employee's option, be either paid out at the applicable overtime rate or, alternatively, may be banked and liquidated as compensatory leave at the applicable overtime provision.

(b) The Employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the regular employee and the Employer.

(c) Compensatory leave earned during a calendar year but not liquidated by March 1st following, will be paid out by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of payout.

(d) Notwithstanding the provisions of (c) above, Dental Therapists in the Department of Health & Social Services and regular employees of the Department of Education engaged in the provision of clerical support, education consultant capacity, Gadzoosdaa staff, Speech and Language Consultants and Occupational Therapists and Physiotherapists (School Programs) in the Public School System, shall have any outstanding compensatory leave earned during a twelve month period ending June 30th of each year but not liquidated by September 1st following, paid out by the pay day immediately preceding the end of September, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of payout.

(e) A regular employee may, on one (1) occasion per year between the period March 1 and December 1, elect to have paid out from existing compensatory leave accruals, a maximum of five working days or shifts. Such payment shall be based on the regular employee's hourly rate of pay at the time of payout.

(f) Subject to the provisions of this article, regular employees may elect to bank as compensatory leave premium payments earned under articles 18.03(1) and 18.03 (4), to a maximum equivalent of three (3) weeks pay.

16.07 **Meal Allowance**

(1) Where an employee is required to work three (3) or more hours of overtime immediately prior to or immediately following the completion of his/her scheduled work day, the Employer will provide that employee with a meal allowance of fourteen ($14.00) dollars.

(2) Clause 16.07(1) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.

(3) "Immediately" as used in Article 16.07(1) above is to be interpreted so as to permit the scheduling of an unpaid meal break of up to and including one (1) hour in duration.

16.07 (4) Notwithstanding paragraph (3) above, Liquor Inspectors will be entitled to a meal allowance when doing night inspections requiring them to work until midnight or later.

(5) Notwithstanding paragraph (3) above, Highways & Public Works employee(s) who is required to work at an Auction and, as a result of the operational requirements is not provided with a meal break shall receive the meal allowance in 16.07(1).

16.08 **Emergency Medical Services Shift Work Employees: Overtime and Work on Designated Paid Holidays**

(a) **Regular Working Day**

(i) A regular **or seasonal Emergency Medical Services shift work employee** shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

(b) **Days of Rest**

(i) A regular **or seasonal Emergency Medical Services shift work employee** shall be compensated for hours of overtime worked on his/her first and subsequent days of rest pursuant to Article 16.04.

(ii) An on-call **Emergency Medical Services shift work employee** shall be compensated for hours of overtime worked in a pay period at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter:

(1) when the on-call employee is advised in advance of a pay period that he/she will be scheduled to work in the same position for the full upcoming pay period, the employee shall be provided overtime compensation on the same basis as would be provided to a regular **full-time Emergency Medical Services shift work employee**; or

(2) in all other circumstances, when the on-call employee works in excess of **seventy-five (75)** normal hours of work in the pay period.

(c) **Designated Paid Holiday**

(i) Regular Emergency Medical Services shift work employees who work on a designated holiday will have the option of taking another day off without pay at a time mutually agreeable to the employee and his/her supervisor.

(ii) The definition of "holiday" as defined in Clause 2.01(o) shall apply to the interpretation of Clause 16.08(c) (i) and (ii).

16.09 **Overtime Compensation for On-Call Employees with the exception of Emergency Medical Services Shift Work Employees**

The following provisions shall apply to all on-call employees:

(a) An on-call employee shall be entitled to receive overtime compensation in each of the following circumstances:

16.09 (a) (i) when the employee has been authorized in advance by the Employer to work in excess of the normal daily hours of work which would be required to be performed by a full-time employee in the same classification; or

(ii) when the employee has been authorized in advance by the Employer to work in excess of the normal weekly hours of work which would be required to be performed by a full-time employee in the same classification whose schedule of work would be calculated on a seven (7) day weekly basis; or

(iii) (1) if the on-call employee works in a classification where a full-time employee's schedule of work would be calculated on other than a seven (7) day weekly basis, when the on-call employee works in excess of eighty (80) normal hours of work in the pay period;

(2) notwithstanding sub-paragraph (iii)(1) above, an on-call Info Centre Receptionist, Info Centre Supervisor, **and Beringia Centre Interpretive Guides** will be entitled to receive overtime compensation when the employee works in excess of seventy (70) normal hours of work in the pay period; or

(iv) when the employee is authorized in advance by the Employer to work on a continuous basis on two (2) consecutive shifts, whether or not the shifts fall on the same calendar day.

(b) Notwithstanding paragraph (a) above, an on-call employee who is required to work in a classification where a full-time employee's daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to work in excess of thirty-seven and one-half (37½) hours per week.

(c) Notwithstanding paragraph (a) above, where operational needs require an on-call employee to work in two or more classifications on the same day or during the same week where the full-time employees would be scheduled based on different daily or weekly hours of work, the on-call employee shall be compensated for hours of overtime worked in excess of eight (8) normal daily hours or forty (40) normal weekly hours of work respectively.

(d) Notwithstanding sub-paragraph (a)(iii) above, where an on-call **Primary Health Care Nurse** or **Primary Health Care Nurse-in-Charge** is required to work in the classification of a full-time **Primary Health Care Nurse** or **Primary Health Care Nurse-in-Charge** or an on-call employee is required to work in a classification where a full-time employee's schedule of work would be based on a nine (9) day period (six (6) consecutive work days followed by three (3) consecutive days of rest or four (4) consecutive work days followed by five (5) consecutive days of rest, the employee shall be entitled to receive overtime compensation:

(i) when the on-call employee is advised in advance of a pay period that he/she will be scheduled to work in the same position for the full upcoming pay period, the employee shall be provided overtime compensation on the same basis as would be provided to a full-time employee in the same classification; or

16.09 (e) in all other circumstances, when the on-call employee works in excess of **seventy-five (75)** or eighty (80) normal hours of work in the pay period, **as applicable to their classification.**

(f) (i) When an on-call employee works pursuant to paragraphs (a), (b), (c) or (d) above, he/she shall be compensated at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

(ii) Article 16.01(b) shall apply to an on-call employee after he/she has worked the same number of daily or weekly normal hours of work which would be required to be performed by a full-time employee in the same classification.

16.10 **Airport Firefighters *and Fire Captains*: Work on a Designated Paid Holiday**

(a) Subject to Article 20.04, a regular full-time Airport Firefighter **or Fire Captain** who is not required to work on a designated holiday shall be compensated for the designated holiday at the straight-time rate for a total of twelve (12) hours.

(b) A regular full-time Airport Firefighter or Fire Captain who is required to work on a designated holiday shall be compensated for hours worked pursuant to Article 16.05.

(c) Airport Firefighters or **Fire Captains** who work on a designated holiday will have the option of taking another day off without pay at a time mutually agreeable to the employee and his/her supervisor.

(d) The definition of "holiday" as defined in Clause 2.01(n) shall apply to the interpretation of clause 16.**10**(a) and (b).

16.11 **Compensation in Lieu of Overtime for Program Facilitators**

Hours of work for full-time Program Facilitators assigned to a satellite field operation, where regular full-time shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1½T) for each twenty-four (24) hour period assigned to the satellite field operation.

ARTICLE 17

PAY ADMINISTRATION

17.01 (a) An employee is entitled to be paid for services rendered in accordance with the bi-weekly rates of pay or the hourly rates of pay as specified for the classification of the position to which he/she is appointed.

(b) Notwithstanding paragraph (a) above, an on-call employee who is replacing a regular employee and who is performing a significant portion of the duties of the regular employee being replaced, shall be paid at the following rate of pay:

(i) if the employee being replaced is in a class for which there is a single rate of pay which is the same as or lower than the rate of pay received by the on-call employee, pursuant to his/her classification, the on-call employee's rate of pay shall remain unchanged;

17.01 (b) (ii) if the employee being replaced is in a class for which there is a single rate of pay which is higher than the rate of pay received by the on-call employee, pursuant to his/her classification, the on-call employee shall receive the rate of pay for the classification of the employee being replaced;

(iii) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is the same as or lower than the maximum salary applicable to the on-call employee's classification, the on-call employee's rate of pay shall remain unchanged;

(iv) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is higher than the maximum salary applicable to the on-call employee's classification, the on-call employee shall:

(1) receive the minimum salary for the class of the employee being replaced where the minimum is more than 4% above the on-call employee's present salary; or

(2) receive a salary at a rate 4% higher than his/her present salary provided that the on-call employee's replacement rate of pay does not exceed the maximum rate of pay for the class of the employee being replaced; or

(3) receive the maximum rate of pay of the class of the employee being replaced where the application of (2) above would provide for the on-call employee's replacement rate of pay exceeding that maximum.

17.02 (a) Regular and seasonal employees shall be paid bi-weekly with pay days being alternate Wednesdays in accordance with the pay system of the Employer.

(b) Pay days for on-call employees will be bi-weekly, on alternate Wednesdays, with the employees being paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.

(c) Notwithstanding (a) above, seasonal employees occupying the position of supervisor or receptionist at the Visitor Reception Centres, tour guides, **Park Maintenance Personnel**, and Beringia Centre interpretive guides and supervisor shall be paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.

17.03 (a) Employees who have earned overtime compensation, any other extra allowance, or acting pay in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.

(b) Subject to an appeal by the employer, a written decision from any level in the grievance procedure that restores an employee's pay shall be implemented within six pay periods of the written decision.

(c) Upon the written request of an on call employee to the Public Service Commission, the employer will provide the employee with a statement of hours worked.

17.04 **Upon Promotion**

Subject to 17.06 below, when an employee is appointed to a position, the maximum rate of pay of which exceeds that of the maximum rate of his/her former position the employee shall receive either:

(a) the minimum of the new range where that minimum is more than 8% above his/her present salary; or

(b) where his/her salary on appointment does not exceed the maximum of the range applicable to the position to which he/she is appointed, 8%; or

(c) where the application of (b) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

17.05 **Upon Transfer**

(a) Where an employee is appointed to a position having a maximum rate of pay which is the same as the maximum rate of pay of his/her former position, his/her salary shall remain unchanged.

(b) Where an employee accepts a position having a lower maximum rate of pay than that of his/her former position, his/her rate of pay on appointment in the new scale shall be equal to the rate he/she was paid in his/her former position, or where the rate the employee was paid in his/her former position exceeds the maximum of the range for the new position, the employee's rate of pay in the new position shall be the maximum rate in the range.

17.06 (1) Notwithstanding the provisions of 17.04 and 17.05, where an employee is appointed to a position the occupational characteristics of which are substantially different from that of his/her former position, and the application of the provisions of Article 17.04 or 17.05 would yield a rate of pay substantially higher than that which would ordinarily be paid to a person with similar qualifications, at the discretion of the Public Service Commission, the employee may be paid either:

(a) any rate in the range of rates applicable to the position to which he/she is appointed not exceeding his/her current rate; or

(b) a rate prescribed by the Employer for the appointment of persons to positions on an Underfill basis.

(2) Where a person is appointed pursuant to the Underfill Policy, the underfill rate of pay will apply up to a maximum of three (3) years.

(3) The rate of pay payable to a person appointed to a position on an underfill basis shall not be less than eighty percent (80%) of the minimum rate of pay established for the class to which the position is assigned.

17.07 **Upon Reclassification**

(a) Where an employee occupies a position that is reclassified because of a change of duties, resulting in its inclusion in a class having a higher maximum salary, the employee shall receive:

(i) the minimum of the new range where that minimum is more than 8% above his/her present salary; or

17.07 (a) (ii) 8% where his/her salary on reclassification does not exceed the maximum of the range for the new class; or

(iii) where the application of (ii) above would provide for reclassification exceeding the maximum of the range for the position, the maximum rate in the range.

(b) Where an employee occupies a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.

(c) Notwithstanding Clause 17.01, where an employee occupies a position which is reclassified to a class having a maximum salary which is less than the maximum applicable to the class to which the position was formerly allocated:

(i) The salary range payable to the employee shall remain unchanged.

(ii) Where an employee occupies a position which is reclassified downwards resulting in a lower maximum salary, the employee will be granted salary protection. In such circumstances, the employee, for as long as he/she continues to occupy the reclassified position, will continue to receive any increment and negotiated salary increase which he/she would have received in his/her position if the reclassification had not occurred.

(iii) Sub-paragraph (ii) above shall apply to any employee who occupies a position which had previously been reclassified downward and whose salary had been maintained at the maximum salary of his/her classification prior to the reclassification. However, such employees shall only be entitled to receive any such increment and negotiated salary increase which becomes effective on April 1, 1991 or thereafter.

17.08 **Market Supplement**

(a) Where a market supplement is added to the base pay for an occupational group or to specific levels within an occupational group, the salary of each employee in a position in that group or level shall be adjusted by the full value of the market supplement.

(b) Notwithstanding the provisions of 17.08(a) above where an employee is hired at a rate of pay above the minimum due to labour market pressure, and a market supplement is subsequently provided, the employee will not receive the market supplement provided he/she has been advised in writing at the time of his/her appointment.

(c) Where a market supplement is subsequently increased, the additional supplement shall be added to each employee's rate of pay according to the principles outlined in (a) and (b) above.

(d) Where a market supplement is subsequently reduced or deleted by mutual agreement of the parties, the salary of each employee currently receiving the market supplement shall be reduced accordingly.

17.09 **Salary Payable for an Acting Incumbent**

(a) Where an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position, the employee shall:

(i) receive the minimum salary for the acting position where that minimum is more than 5% above his/her present salary; or

(ii) receive 5% where his/her salary in the acting position does not exceed the maximum of the range for the acting position; or

(iii) where the application of (ii) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.

Employees shall receive acting pay where they are required to perform the duties of the higher position on a cumulative basis for a period of three (3) days, and in respect of each subsequent day in the fiscal year.

(b) An employee can refuse to perform the duties of the acting position pursuant to paragraph (a) above provided that:

(i) there is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and

(ii) the other employee identified pursuant to sub-paragraph (i) above is available and willing to perform the duties of the position on an acting basis.

(c) An employee who performs the duties of a higher position pursuant to paragraph (a) above for a continuous period of less than fourteen (14) days will not have his/her performance while in the acting position evaluated pursuant to Article 17.11(1)(a), 17.11(2)(a) or 53.01(a) or (b).

17.09 (d) (Left blank intentionally)

Long-Term Acting Assignments

(e) An employee who assumes an acting position for a period in excess of one (1) year shall be entitled to the performance increments applicable to that position, provided that the increase does not exceed the maximum of the acting position. Upon return to the employee's substantive position, the employee shall revert to his/her substantive salary received at the time of the commencement of the acting assignment, adjusted for any economic or performance increments received during the acting assignment, up to but not exceeding the maximum of the substantive range.

(f) An employee in an acting position who is subsequently appointed to that position on an indeterminate basis shall be credited with all time worked in the acting assignment for the purpose of calculating the next subsequent performance increment.

17.10 **Upon Completion of Probationary Period**

Employees in the occupational groups of Administrative and Regulatory Levels 1 through 5 inclusive, Institutional Services and Support Levels 1 through 5 inclusive, and Operational Services and Labour Level 1 shall be granted 4% upon successful completion of the probationary period (unless 4% would exceed the maximum of the range).

Hourly rated employees are excluded from this Clause.

17.11 **Employee Performance Review**

(Note: Refer to Articles 53.01 and 53.02 for the applicable provisions for auxiliary employees.)

(1) (a) (i) A regular employee shall have his/her job performance evaluated at the following times:

(1) prior to the completion of the employee's probationary period; and

(2) on or before the employee's anniversary date.

(ii) In regard to sub-paragraph (a) (i) (2) above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised his/her work for at least six (6) months prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the regular employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under his/her supervision.

(iii) During the regular employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

(b) (i) Subject only to satisfactory conduct and performance, the salary of a regular employee shall be increased on the employee's anniversary date by four (4%) percent.

(ii) When a regular employee is not to be granted the salary increase referred to in (i) above, the Employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.

17.11 (1) (b) (iii) The notification will advise the regular employee of the specific areas of his/her performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that his/her immediate supervisor will arrange a meeting with the employee within three (3) months after the employee's anniversary date in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.

(c) Where the application of (b) above would provide for performance increment exceeding the maximum of the range for the position, the maximum rate in the range;

(d) Notwithstanding (b) above, a regular employee is not eligible to receive a performance increment:

(i) if he/she is at the maximum of his/her salary range; or
(ii) if he/she is in a class for which there is a single rate of pay.

(e) Where a performance increment provided for under Article 17.11 is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.

(f) When, as a result of a formal review of a regular employee's job performance, a written document is placed on his/her personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.

(g) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to his/her assessment.

(2) Where a regular employee is allocated to EDUCATION GROUPS – Consultant Subgroup or Instructor/Counsellor Subgroup for performance review purposes, the following provisions will apply:

(a) (i) A regular employee shall have his/her job performance evaluated at the following times:

(1) prior to the completion of the employee's probationary period; and on or before the employee's anniversary date.

(ii) In regard to sub-paragraph (a) (i) (2) above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised his/her work for at least six (6) months prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the regular employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under his/her supervision.

17.11 (2) (a) (iii) During the regular employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

(b) Subject to (c) below, the salary of a regular employee may be increased on his/her anniversary date by one increment within the pay range applicable to the sub-group to which his/her position is allocated provided the employee is not at the maximum step of the applicable pay range to which his/her position is allocated.

(c) (i) A regular employee shall be granted performance increment when his/her conduct and performance of his/her duties have been satisfactory.

(ii) When a regular employee is not to be granted the salary increase referred to in (i) above, the Employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.

(iii) The notification will advise the regular employee of the specific areas of his/her performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that his/her immediate supervisor will arrange a meeting with the employee within three (3) months after the employee's anniversary date in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.

(d) Where a salary increment provided for under Article 17.11 is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.

(e) When, as a result of a formal review of a regular employee's job performance, a written document is placed on his/her personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.

17.12 **Application of Anniversary Date**

(a) The anniversary date of a regular employee who commences service or who is promoted or re-classified, resulting in a salary increment shall be:

(i) the first day of the month if the transaction occurred prior to the 16th day of the month; or

(ii) the first day of the month following if the transaction occurred on or after the 16th day of the month.

17.12 (b) The anniversary date shall remain unchanged for a regular employee who:

(i) is appointed to a position or whose position is reclassified not resulting in a salary increment; or

(ii) accepts a position having a lower maximum rate of pay than that of his/her former position.

(c) The anniversary date of a regular employee who has been on leave of absence without pay in excess of three (3) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

17.13 Where the reclassification of a position or the regrading of a class is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

17.14 New Occupational Groups and Levels

(a) Subject to (b) below, during the term of this Agreement, the Employer shall have the right to establish and introduce new or revised occupational groups or levels, modify or revise the kind and level of work inherent in an occupational group or level and establish applicable rates of pay.

(b) The Alliance shall receive immediate notification from the Employer of any changes as described in (a) above. Where the Alliance is in disagreement with the rates of pay for such classes, the Alliance will notify the Employer within thirty (30) days from the date of receipt of notification from the Employer.

Should no mutual agreement be reached, the matter may be referred to an Arbitrator in accordance with the Yukon Public Service Staff Relations Act.

(c) Where a performance increment and any other transaction such as reclassification, promotion, or salary revision are effective on the same date, the performance increment shall be processed first followed by the other transactions.

17.15 Economic Increases For Devolved Employees

The Employer and the Union agree that, in lieu of any economic increases that apply across the bargaining unit, an equivalent percentage of salary will be paid out once as a lump sum to those employees whose salaries upon appointment are frozen above the maximum of the salary range applicable to their classification as a direct result of a job offer made by the Yukon government on devolution from the federal government.

ARTICLE 18

PREMIUM PAY

18.01 Call Back Pay

(1) If

(a) for a regular full-time or seasonal full-time employee, after he/she has completed his/her work for the day and has left his/her place of work; or

18.01 (1) (b) for a regular full-time or seasonal full-time employee, on a designated holiday or a day of rest; or

(c) for a regular full-time or seasonal full-time employee, after the expiry of his/her scheduled regular hours of work on a day he/she is granted leave; or

(d) for an on-call employee, after he/she has completed the normal full-time daily hours of work and has left his/her place of work,

an employee is called back to work and returns to work, he/she shall be entitled, on each occasion, to the greater of:

(i) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours pay at straight time; or

(ii) compensation equivalent to four (4) hours pay at the straight time rate.

(2) Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.

(3) When an employee reports to work overtime for which he/she has been recalled under the conditions described in Clause 18.01(1) and is required to use public or commercial transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

(a) The actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or

(b) When the employee travels, as authorized, by means of his/her own automobile, mileage allowance at the rate paid by the Employer under the Travel Directive.

Time spent by the employee reporting to work in his/her headquarters area or returning to his/her residence shall not constitute time worked but when an employee is required to travel outside of his/her headquarters area, travel time will be considered time worked.

(4) Subject to emergency situations, in the event a **Primary Health Care Nurse, Primary Health Care Nurse-in-Charge or and Emergency Medical Services shift work employee,** works five (5) or more hours in the eight (8) hour period immediately proceeding the regularly scheduled shift, they shall not be required to report for work during either the first four (4) hours, or the last four (4) hours of their next regularly scheduled shift, and shall suffer no loss of wages. The provision will only apply to regularly scheduled shifts.

18.02 Reporting Pay

(1) (a) If a regular or seasonal employee reports to work on his/her scheduled work day and there is no work or insufficient work available, he/she is entitled to four (4) hours pay at the straight time rate.

18.02 (1) (b) If a regular or seasonal employee is directed to report for work on a day of rest or on a designated paid holiday, and there is no work or insufficient work available, he/she shall be entitled to four (4) hours pay at the applicable overtime rates.

(2) (a) An on-call employee who reports for a work assignment at the call of the Employer shall be paid for all hours worked, with the following minimum entitlements:

(i) if the employee is advised by the Employer that his/her scheduled work day will be for a duration of four (4) hours or more - a minimum of four (4) hours pay at the employee's straight time rate; or

(ii) if the employee is advised by the Employer that his/her scheduled work day will be for a duration of less than four (4) hours - a minimum of two (2) hours pay at the employee's straight time rate.

(b) Notwithstanding paragraph (a) above, an on-call Home Care Nurse, Home Support Worker, Supported Independent Living Worker, or Family Support Worker who reports for a work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of two (2) hours pay at the employee's straight time rate.

(c) Notwithstanding paragraphs (a) or (b) above, an on-call employee who reports for an emergency work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of four (4) hours pay at the employee's straight time rate.

18.03 **Stand-by Pay**

With the exception of article 18.03(6), the following provisions shall be applicable only to regular employees and seasonal employees:

(1) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of equivalent to two (2) hours of his/her regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that he/she is on stand-by.

(2) An employee designated by letter or by list for stand-by duty shall be available during his/her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. If designating employees for stand-by, the Employer will endeavour to provide for the equitable distribution of stand-by duties.

(3) No stand-by payment shall be granted if an employee is unable to report for duty when required.

(4) An employee on stand-by required to report for work shall be paid in addition to the stand-by pay, the greater of:

(a) the applicable overtime rate for the time worked; or

(b) the minimum of four (4) hours pay at the straight time rate, except that this minimum shall only apply once during a stand-by period;

18.03 (4) (c) Where, during any eight (8) consecutive hours of stand-by, an employee is required to report to work on more than one (1) occasion and has already utilized option (4)(b) above, the employee shall be paid for hours worked the greater of:

(i) the applicable overtime rate for the time worked; or

(ii) a minimum of one (1) hour at the applicable overtime rate.

(5) Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.

(6) A Relief Assistant Residence Supervisor and a Cook working in the Student Residence shall receive inconvenience pay of fourteen ($14.00) dollars for each eight (8) consecutive hours or portion thereof, that he/she is required to remain in the residence during off-duty hours.

(7) (a) Effective September 1, 1998, an on-call **Community Health Nurse or Primary Health Care Nurse** shall be entitled to stand-by pay when he/she is replacing a regular employee who would normally be required to provide twenty-four (24) hour nursing service in communities outside Whitehorse.

(b) Effective September 1, 1998, an on-call **Primary Care Paramedic and Supervisor Whitehorse Stations** who has been given three (3) days notice and agrees to accept to be on stand-by for a shift shall be entitled to a stand-by payment.

(c) Effective September 1, 1998, an on-call **Primary Care Paramedic and Supervisor Whitehorse Stations** designated by letter or by list and assigned a shift in accordance with (b) in the case of Ambulance Attendant or Supervisor EMS shall be available during his/her period of stand-by at a known telephone number and be available to return to duty as quickly as possible if called.

(d) Effective December 10, 2003, a **Critical Care Nurse, Medevac, Primary Care Paramedic, Medevac and Critical Care Paramedic, Medevac** who is required to be on layover, outside of the Yukon Territory, shall be deemed to be on standby and shall be paid in accordance with Article 18.03 (1).

18.04 **Shift Premium**

(a) Employees shall receive a shift premium of one dollar and twenty-five cents ($1.25) per hour for all hours worked on graveyard and evening shifts, including overtime hours worked.

(b) In view of the Employer's requirement to maintain library services to the general public on a regularly scheduled basis, employees designated as Library Assistants whose shift schedule commences after twelve noon (12:00 noon) and extends beyond six p.m. (6:00 p.m.) shall be entitled to receive a shift premium of one dollar and twenty-five cents ($1.25) for all hours worked as indicated.

(c) Liquor Inspectors and court clerks shall be paid a shift differential for hours worked after five p.m. (5:00 p.m.) when doing night inspections and/or road trips or circuit court.

18.05 **Weekend Premium**

When an employee works on a Saturday and/or a Sunday as part of a regularly scheduled shift, the employee shall receive one dollar ($1.00) per hour for regularly scheduled hours of work on the Saturday and/or Sunday in addition to the normal hourly rate of pay. An auxiliary employee who replaces a regular employee for an entire shift rotation shall be entitled to the weekend premium for work on a Saturday and/or Sunday.

18.06 **Licensed Practical Nurse Supervisory Allowance**

A Licensed Practical Nurse shall receive, in addition to regular pay, overtime and shift premiums, a special supervisory allowance of eight percent (8%) of his/her straight time rate for graveyard shift and ten percent (10%) of his/her straight time rate for evening shifts and Saturday or Sunday day shifts.

18.07 **A Conservation Officer's Differential of $1.00 per hour shall:**

(1) Be paid for all regularly scheduled hours worked by a regular or seasonal Conservation Officer or Manager, Field Operations on a Saturday or a Sunday as part of a regularly scheduled five (5) day work week; and

(2) Be paid for all regularly scheduled hours worked outside the normal standard daily hours of 8:30 a.m. to 5:00 p.m.; and

(3) Where the Conservation Officer's or the Manager, Field Operations' regularly scheduled hours of work exceed a variance in excess of two (2) or more hours beyond the normal standard daily hours of 8:30 a.m. to 5:00 p.m., all hours worked on the regular shift (7 ½ hours) shall be paid the Conservation Officer's Differential;

(4) The Conservation Officer's Differential shall not be paid for overtime hours worked.

(5) Article 18.05 shall not be applicable to Conservation Officers or to the Manager, Field Operations.

18.08 **First Aid and Dangerous Goods Handling Certificates Allowance**

Employees designated by the Employer who are holding an Advanced First Aid Ticket or a Dangerous Goods Handling Certificate and such ticket is not a requirement of their job will be paid an allowance of twenty-five cents ($.25) per hour for all hours worked while so designated.

18.09 **Travel Time**

(1) Where an employee is required, or directed, by the Employer to travel on duty outside of and/or to return to his/her headquarters area in order to perform the duties of his/her position; and

(2) Provided that his/her method of travel is determined by, or approved by, the Employer, he/she shall be compensated for the time spent travelling in the manner prescribed below:

(a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.

18.09 (2) (b) On a normal working day on which he/she travels and works, the employee shall be paid:

(i) his/her regular pay for the day where the combined period of travel and work does not exceed the daily hours of work assigned to his/her class of employment (i.e., 7 ½ or 8 hours, as the case may be), even though such hours may not be in accordance with his/her normally scheduled hours of work.

(ii) Where the combined total of travel and work hours exceed the daily hours of work assigned to the class, he/she shall be paid at the applicable overtime rate for additional travel time in excess of his/her normal daily hours of work, with a maximum payment for such additional travel time not to exceed the total straight time hours assigned to his/her class of employment in any one day.

(iii) On a day where the employee would be entitled to receive overtime pay pursuant to Article 16.04, 16.08(b) or 44.05(a), or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours spent travelling to a maximum of the daily straight time hours assigned to his/her class of employment in any one day.

(c) (i) Travel time shall be compensated in cash, except where, upon the request of a regular employee only and with the approval of the Employer, travel time shall be compensated by leave with pay.

(ii) Payment in cash shall be calculated based upon the employee's hourly rate of pay in effect at the time of travelling.

(iii) The Employer shall grant compensatory leave, subject to operational requirements, and at a time convenient to both the regular employee and the Employer.

(iv) The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment to the prescribed maximum, but in respect of any twenty-four hour period during which a regular employee travels, or waits in a terminal to continue his/her journey, may not exceed the number of normally scheduled hours of work.

(v) Compensatory leave earned during a calendar year but not liquidated by March 1st following will be paid in cash by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of pay-out.

(d) A "twenty-four hour period" as used in sub-paragraph (c)(iv) above shall be interpreted to mean the twenty-four hour period commencing 12:01 a.m. on any day in which the regular employee commences to travel as defined in paragraph (e) below.

18.09 (2) (e) An employee shall be deemed to be in travel status commencing one (1) hour prior to the scheduled and published departure time of the aircraft, if the mode of travel is air, or, when he/she leaves his/her normal place of residence or place of accommodation outside of Yukon, should he/she be travelling by any other means than by air.

(f) (i) All time worked at a location outside the employee's headquarters area shall be compensated for in accordance with Article 15 of the current Collective Agreement.

(ii) All hours of overtime worked shall be compensated for in accordance with Article 16 of the current Collective Agreement.

18.10 **Premium Allowance – Community Health Centres**

a) A **Primary Health Care Nurse** (or a **Primary Health Care Nurse Practitioner-In-Charge**) working in a one nurse community health centre shall be entitled to $4.00 per hour for all hours worked.

b) If a **Primary Health Care Nurse** or a **Primary Health Care Nurse-in-Charge** becomes the sole **community nurse practitioner** present for the day providing services in a health centre that ordinarily employs two or more Primary Health Care Nurses, the **Primary Health Care Nurse** or **Primary Health Care Nurse-in-Charge** shall be entitled to a $4.00 per hour premium allowance, for all hours worked.

18.11 Commuting Assistance (Cassiar Junction Weigh Station)

In the event the Employer re-opens Cassiar Weigh Station, the following shall apply: The Employer agrees to pay employees working at the Cassiar Weigh Station a flat rate of five dollars ($5) per shift to assist in travel expenses incurred in going to and from Watson Lake.

ARTICLE 19

SEVERANCE PAY

(Note: Refer to Article 53.03 for the applicable provisions for auxiliary employees.)

19.01 **Lay-Off:**

A regular employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

19.02 In the case of a regular employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks pay for the first and one (1) weeks pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed thirty (30) weeks pay.

19.03 In the case of a regular employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) weeks pay for each completed year of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-nine (29) weeks pay.

19.04 In no case shall the total amount of severance pay exceed thirty (30) weeks pay, regardless of the number of times a regular employee is laid off.

19.05 **Resignation:**

Subject to Clause 19.06, a regular employee who has five (5) or more years of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to the amount obtained by multiplying one-half (½) of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of twenty-eight (28) weeks, less any period in respect of which he/she was granted severance pay.

19.06 **Retirement:**

On termination of employment, except for termination for just cause, a regular employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act, shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period in respect of which he/she was granted severance pay.

19.07 **Rejection on Probation**:

On rejection on probation, when a regular employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to one (1) weeks pay for each completed year of continuous employment with a maximum of twenty-nine (29) weeks.

19.08 Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of his/her retirement date shall receive full-time severance on retirement for that period.

19.09 For greater certainty, severance pay shall be paid based on the employee's rate of pay in his/her substantive position except where an employee has occupied the same acting position on a continuous basis for more than five (5) years, in which case the severance shall be based on the acting position.

ARTICLE 20

DESIGNATED PAID HOLIDAYS

20.01 (1) The following days are designated paid holidays for employees:

(a) New Year's Day
(b) National Heritage Day
(c) Good Friday
(d) Easter Monday
(e) Victoria Day
(f) Canada Day
(g) Discovery Day
(h) Labour Day
(i) Thanksgiving Day
(j) Remembrance Day
(k) Christmas Day
(l) Boxing Day

20.01 (2) Any day proclaimed by the Government of Canada as a National Holiday other than a designated paid holiday mentioned in 20.01(1) above, shall be proclaimed as a designated paid holiday.

(3) Where the Government of Canada changes the name of a designated paid holiday mentioned in 20.01(1) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the contract.

20.02 **Holiday Falling on a Day of Rest**

When a day designated as a holiday under Clause 20.01 coincides with a regular full-time or seasonal full-time employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.

20.03 When a day designated as a holiday for a regular full-time or seasonal full-time employee is moved to another day under the provisions of Clause 20.02:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

20.04 **Eligibility**

Clause 20.01 (granting of designated holidays) does not apply to a regular or seasonal employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of a regular or seasonal employee who is granted leave without pay under the provision of Article 11 (Time Off for Representatives and Alliance Business), and in respect to whom the Alliance has certified that the employee was paid by the Alliance for Alliance business conducted on the working day immediately preceding and the working day immediately following the designated holiday.

20.05 Where a day that is a designated paid holiday for a regular or seasonal employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

20.06 At the request of the employee, and where operational requirements permit, a regular or seasonal employee shall not be required to work both Christmas and New Year's Day.

20.07 **Continuous Operations**

Notwithstanding any other provision in the Collective Agreement, a regular employee who works in a continuous operation that does not shut down on holidays shall be compensated as follows:

(1) when the holiday falls on a day he/she is not scheduled to work - his/her regular wages for the day designated as the holiday;

(2) when he/she works on a holiday;

(i) his/her regular wages for the day designated as the holiday;

(ii) time and one-half (1½T) for the first four (4) hours of work on the holiday and double time (2T) thereafter.

20.08 **Emergency Medical Services shift work employees** shall be entitled to the designated paid holidays as defined in Clause 20.01(1) and shall be compensated for designated paid holidays in accordance with Clause 16.08(c) of this Agreement. All other provisions of Article 20 (except Clauses 20.01(1), 20.04, 20.06 and 20.10(1) and (2)) shall not apply to **Emergency Medical Services shift work employees.**

20.09 **Airport Firefighters *and Fire Captains***

Regular full-time Airport Firefighters **and Airport Fire Captains** shall be entitled to the designated paid holidays as defined in clause 20.01(1) and shall be compensated for designated paid holidays in accordance with clause **16.10** of this agreement. All other provisions of Article 20 (except clauses 20.01(1) and 20.04) shall not apply to Airport Firefighters **or Airport Fire Captains**.

20.10 **On-Call Employees**

(1) An on-call employee shall be entitled to receive designated holiday pay if he/she had worked any regular hours for the Employer during the two (2) week period immediately proceeding the designated holiday. If so entitled, the on-call employee's designated holiday pay shall be calculated on a pro-rata basis, by dividing the total number of regular hours worked by the employee during the two (2) week period by the total number of regular working hours in the two (2) week period which would be required to be worked by a full-time employee in the same classification.

(2) Paragraph (1) above shall not apply to an on-call employee who had been permanently released prior to the designated holiday.

(3) An on-call employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to any holiday pay the employee may be entitled to pursuant to paragraph (1) above.

ARTICLE 21

NOTICE OF LAY-OFF

21.01 Where a regular employee is laid off pursuant to provisions of the Public Service Act, he/she shall be given three (3) months notice in writing of the effective day of his/her lay-off or three (3) months salary and benefits in lieu thereof.

ARTICLE 22

LEAVE - GENERAL

22.01 (1) When the employment of a regular or seasonal employee who has been granted more sick or special leave with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.

(2) (i) When the employment of a regular employee who has been granted more sick or special leave with pay than he/she has earned is terminated by lay-off, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.

22.01 (2) (ii) If a regular employee terminated under Clause 22.01(2)(i) is subsequently re-employed and his/her service is considered continuous, sick or special leave advanced but not earned prior to lay-off shall be deducted from any sick or special leave credits subsequently earned.

(3) (i) When the employment of a seasonal employee who has been granted more sick or special leave with pay than he/she has earned is temporarily released pursuant to Article 54.02 or is on off-duty status under Article 54.03, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.

(ii) If a seasonal employee under Clause 22.01(3)(i) is subsequently re-employed and his/her service is considered continuous, sick or special leave advanced but not earned prior to his/her temporary release or commencement of off-duty status shall be deducted from any sick or special leave credits subsequently earned.

22.02 When the Employer denies an employee's leave request due to operational requirements, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

ARTICLE 23

VACATION LEAVE

(Note: Refer to Article 53.04 for the applicable provisions for auxiliary employees.)

23.01 A regular employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with Clause 23.02 and subject to Clause 23.05.

On initial hire, a regular employee shall have his/her anticipated yearly vacation leave credits advanced on a prorated basis. Thereafter, a regular employee, other than an employee who is on pre-retiring leave pursuant to Article 25.04 (1), shall have his/her anticipated yearly vacation leave credits advanced April 1 of each year. The parties agree that should a regular employee take unearned vacation and not return to the employment of the Government or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing or by directly billing the employee.

23.02 (1) A regular employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits for that month at the following rates:

(a) Years of Continuous Service	Monthly Accrual Rate
In the first and subsequent	1 2/3 days
In the fourth and subsequent	2 1/12 days
In the fifteenth and subsequent	2 ½ days
In the twenty-sixth and subsequent	2 11/12 days

23.02 (2) **Airport Firefighters and Airport Fire Captains**

A regular Airport Firefighter **or Airport Fire Captain** who has received pay for at least seven (7) shifts in each calendar month, shall earn vacation leave credits for that month at the rates set out below. For the purpose of leave accruals, a shift is deemed to be 12 hours.

Years of Continuous Service	Monthly Accrual Rate
In the first and subsequent	1¼ shifts
In the fourth and subsequent	1⅝ shifts
In the fifteenth and subsequent	1¾ shifts
In the twenty-sixth and subsequent	2 shifts

(3) **Long Service Vacation Leave Benefits**

(a) On the date a regular employee completes the qualifying period of continuous service with the Yukon Government as set out below, he/she shall be entitled to five (5) days of additional vacation leave in the period prior to the next qualifying period.

(b) A regular employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time.

(c) **Qualifying Periods of Continuous Service**

Completion of 5 years but less than 10 years of continuous service
Completion of 10 years but less than 15 years of continuous service
Completion of 15 years but less than 20 years of continuous service
Completion of 20 years but less than 25 years of continuous service
Completion of 25 years but less than 30 years of continuous service
Completion of 30 years but less than 35 years of continuous service

(d) **Airport Firefighters and Airport Fire Captains**

On the date a regular employee completes the qualifying period of continuous service as described in Clause 23.02(3)(c), he/she shall be entitled to receive four (4) shifts of additional vacation leave, once prior to the completion of the next qualifying period.

23.03 Where, in respect of any period of vacation leave, a regular employee

(a) is granted bereavement leave; or

(b) is granted sick leave; or

(c) is granted special leave under 24.02(4), 24.02(5), 24.02(6), 24.02(7), 24.02(8), 24.02(11) and 24.02(14).

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date. **Accrued and unused compensatory leave may be substituted for annual leave after the fact with the consent of the employee and the Employer.**

23.04 (1) Where, in any calendar year, a regular employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave shall be carried over into the following year.

(2) Vacation leave may be accumulated up to a maximum of two (2) years and that portion of vacation leave credits not liquidated by December 1st of the third year shall be paid off in cash by the pay day immediately preceding Christmas of that year.

23.05 (1) The Employer shall make every reasonable effort to grant to a regular employee the period of vacation leave requested by him/her provided the employee has completed the appropriate vacation leave application form and submitted it to his/her Employer.

(2) The Employer will reply to a regular employee's written authorized vacation leave request in (1) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give specific reasons in writing for such alteration or disapproval if requested in writing by the regular employee.

(3) Failure to respond to the vacation leave request within the time period provided for in paragraph (2) above shall indicate to the regular employee that his/her vacation leave has been approved.

(4) A regular employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

23.06 (1) On termination, a regular employee or his/her Estate shall be paid cash for any vacation leave credits outstanding.

(2) At the regular employee's request, he/she shall be granted vacation leave earned but not used by him/her before his/her employment is terminated by lay-off, if the period of leave will permit him/her to meet the minimum requirements for severance pay.

23.07 (1) When, during a period of vacation leave, a regular employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Directive, in proceeding to his/her place of duty. In addition, the regular employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the regular employee immediately resumes vacation upon completing the assignment for which he/she was recalled, he/she shall be reimbursed for expenses incurred on the return trip.

(2) The regular employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under 23.07(1) to be reimbursed for reasonable expenses incurred by him/her.

(3) Where a regular employee on vacation leave is recalled to duty, the employee will be entitled to one extra day of vacation leave.

ARTICLE 24

SPECIAL LEAVE

(Note: Refer to Article 53.05 for the applicable provisions for seasonal employees.)

24.01 (1) A regular employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with six (6) days special leave credits upon commencement of his/her first year of service and upon commencement of each continuous year of service thereafter up to a maximum of thirty (30) days.

(2) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.

(3) **Airport Firefighters and *Fire Captains***

(a) A regular Airport Firefighter **or Airport Fire Captain** except when on retirement leave pursuant to Article 25.04(1), shall be credited with four (4) shifts special leave credits upon commencement of his/her first year of service and upon each year of continuous service thereafter to a maximum of twenty (20) shifts. For the purpose of leave accruals, a shift is deemed to be 12 hours.

(c) Notwithstanding the above, a multiple of less than four (4) shifts may be credited to a regular Airport Firefighter **or Airport Fire Captain** where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum of twenty (20) shifts.

During the life of the 2010 - 2012 collective agreement, the Special Leave provisions of the collective agreement at articles 24.02, 24.03 and 24.05 shall be suspended. In their place, Letter of Understanding "A" shall apply.

24.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and used for the following purposes:

(1) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined in Article 24.02 (1) (a) below and, within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.

(a) Immediate family is defined a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.

24.02 (2) When an employee is required to care for his/her sick dependant(s) or a sick person permanently residing in his/her place of residence, or a sick mother or father or spouse.

(3) After the completion of one year's continuous employment in the Public Service, and with at least five (5) days notice to the employer, on the occasion of the employee's marriage.

(4) For medical, dental, optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside his/her normal hours of work.

(5) When an employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or the employee has been referred by a duly qualified medical practitioner (including **Primary Health Care Nurse**), to a medical facility outside of his/her headquarters area.

(6) Leave on the birth of the employee's child where the employee is not accessing maternity or **parental** leave at the same time.

(7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking adoption leave at the same time.

(8) To allow the employee to engage in emergency volunteer services or training related thereto. An employee who is granted special leave with pay pursuant to this clause shall remit to the Employer any monies paid to him/her arising from the performance of the emergency volunteer service. The amount that the regular employee is required to remit to the Employer shall not exceed the amount of pay that the employee received from the Employer during the leave. In such circumstances, the employee shall have his/her special leave bank re-credited with credits that are equivalent to the amount remitted to the Employer.

(9) When a qualified physician or specialist certifies that an employee's child, up to and including the age of eleven (11), or an older child who is wholly dependent on the employee for support by reason of mental or physical infirmity, cannot attend day-care or school in order to avoid the potential of being exposed to an infectious disease.

(10) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's headquarters area.

(11) To non-apprentice regular employees writing Journeyman Certificate Examinations related to the classification of their position.

(12) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.

24.02 (13) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.

(14) To accompany a dependant child under the age eighteen (18), or older if dependant by reason of mental infirmity, to a proceeding outlined in Article 26.01 (1) (b), provided the dependant child is required to attend by subpoena or summons.

24.03 The regular employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to Article 24.02 (1), (2), (3), (9), (10) and (12), at the request of the Employer.

24.04 A regular employee is not eligible for Special Leave with pay for any period during which he/she is on retiring leave pursuant to Article 25.04 (1), on leave of absence without pay or under suspension.

24.05 When a regular employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any Special Leave credits subsequently earned.

ARTICLE 25

SICK LEAVE

(Note: Refer to Article 53.06 for other provisions applicable to seasonal employees.)

25.01 Sick Leave Credits

(1) A regular employee other than an employee on retiring leave pursuant to Article 25.04(1) shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she received at least ten (10) days pay.

(2) Notwithstanding the above, a regular Airport Firefighter **or Airport Fire Captain** shall earn sick leave credits at the rate of one (1) shift for each calendar month in which he/she has received pay for at least seven (7) shifts. For the purpose of leave accruals, a shift is deemed to be 12 hours.

(3) All unused sick leave credits shall be carried over from one year to the next and shall not exceed 180 days.

25.02 Granting of Sick Leave

(1) Subject to the provisions of this Article, a regular employee who is unable to perform his/her duties because of illness, injury, quarantine or voluntary medical surgical procedures may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of their Director, an advance of sick leave up to fifteen (15) days.

(2) In determining the eligibility of a regular employee for an advance of sick leave, their Director shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.

(3) An advance of sick leave credits shall be repaid by deduction from future sick leave credits, or where the regular employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.

25.02 (4) A regular employee shall be granted sick leave provided that:

(a) he/she satisfies the Employer as to his/her entitlement in the manner prescribed below; and

(b) where the leave is paid leave, he/she has the necessary sick leave credits, or an advance of sick leave credits has been approved by their Director.

(5) Pursuant to (4) above, a Director, on behalf of the Employer may require a regular employee to provide evidence as to the nature of his/her illness or injury, or that he/she is or has been in quarantine:

(a) by presentation of a medical certificate indicating that, in the judgement of the attending physician, the employee was or is incapable of performing his/her duties; or

(b) by the completion of an Affidavit signed by the employee stating that because of illness, injury or voluntary medical surgical procedure, he/she is unable to perform his/her duties. The Employer has the right to request a medical certificate where the Employer has reasonable cause to believe the employee is abusing the trust inherent in this Affidavit system, provided the request is made prior to the employee's return to work;

but such evidence of incapacity may be required only after the employee has been granted five (5) days paid sick leave in the twelve (12) month period prior to the leave being applied for.

(6) A regular employee will ordinarily be deemed to have satisfied the requirements of (5)(a) or (b) if he/she provides either of the documents described above. However, in circumstances where a Director is not satisfied that the regular employee is, or was incapable of performing his/her duties, the Director may, at the Employer's expense, require the employee to attend a physician of the Employer's choice for a medical examination and the Director shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.

(7) The Employer may require an employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume his/her job, when the reason for the absence was an injury or a contagious disease, or where the absence has been in excess of one (1) month.

25.03 A regular employee is not eligible for sick leave with pay for any period during which the employee is on retiring leave pursuant to Article 25.04(1), on leave of absence without pay, or under suspension.

25.04 (1) (a) A regular employee who retires from the Public Service and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the Public Service Superannuation Act, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of his/her total earned but unused sick leave credits, to a maximum of sixty (60) days, to a paid pre-retirement leave.

(b) Such pre-retirement leave shall be taken during the period immediately prior to the regular employee's effective date of retirement.

(c) At the request of the regular employee, the provisions of (2) below shall apply to a retiring employee, in lieu of pre-retirement leave.

25.04 (1) (d) Employees on pre-retirement leave shall not continue to accrue leave.

(2) A regular employee who has been continuously employed for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of his/her total earned but unused sick leave credits to a maximum of sixty (60) days, to a cash payout based on the employee's daily rate of pay at termination.

(3) For purposes of Article 25.04, "earned sick leave" shall be interpreted as including only sick leave earned while the regular employee is employed in the Government of Yukon.

(4) A regular employee who terminates his/her employment more than once shall be limited, in his/her entitlement under this Article, to a maximum of sixty (60) days in total.

25.05 **Transfer of Sick Leave Benefits from Previous Employment**

(1) Where a person is appointed to a regular or seasonal auxiliary position in the Public Service of Yukon on or after February 26, 1981, and where:

(a) the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service is employed at the time of appointment, or who ceased to be employed within a ninety (90) consecutive day period prior to appointment, by an Employer who has entered into a reciprocal agreement with the Federal Superannuation Branch for Superannuation benefit transferability;

(b) or when the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service has been previously employed in the Yukon Public Service and who, at the time of appointment, is not employed in a position in the Yukon Public Service;

the following subsections (2), (3), (4) and (5) shall apply:

(2) (a) The Employer shall accept the transfer of sick leave credits on appointment from outside the Public Service of Yukon, provided that a certified statement is provided by the appointee's Employer indicating that a similar benefit accrued and remained unused and unpaid at the time of separation.

(b) The maximum of sick leave credits which may be transferred is sixty-five (65) days.

(3) Persons re-appointed to a regular or seasonal auxiliary position in the Public Service of Yukon within five (5) years of separation shall be re-credited with unexpended sick leave entitlement to a maximum of sixty-five (65) days, accrued, unused and unpaid at the time of separation.

(4) An appointee may transfer accrued sick leave earned with the Yukon Government in combination with credits earned and accrued with an "approved" Employer, provided that:

(a) the time restriction in Articles 25.05(1)(a) and (3) are adhered to;

(b) the aggregate total does not exceed sixty-five (65) days; and

25.04 (4) (c) such transfer is made only once in relation to a particular period of employment.

(5) In relation to the object of providing appointees who have transferable benefits with a maximum protection of sixty-five (65) days sick leave from the date of appointment, the transferred and accrued leave shall be administered as follows:

(a) transferred leave shall be depleted by one day for each day of sick leave earned in Yukon Government employment;
(b) transferred leave shall be used only when accrued leave is not available;
(c) transferred leave once used shall not be re-credited;
(d) no advanced sick leave shall be granted until all accrued and transferred sick leave is used; and
(e) transferred sick leave shall not be defined as a leave entitlement for purposes of calculating retirement benefits pursuant to Article 25.04.

ARTICLE 26

LEAVE - OTHER

26.01 **Court Leave**

(1) Leave of absence with pay shall be given to every regular employee, other than an employee on suspension, on retiring leave pursuant to Article 25.04(1) or on a leave of absence without pay, who is required other than in the performance of the duties of the employee's position:

(a) to serve on a jury; or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a Court of Justice or before a Grand Jury;

(ii) before a Court, Judge, Justice, Magistrate, or Coroner;

(iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;

(iv) before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or

(v) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half (½) day's work.

(2) Leave of absence with pay shall be given to a seasonal employee, other than an employee on suspension, on retiring leave pursuant to Article 25.04(1) or on a leave of absence without pay, who is required during the period of his/her seasonal work assignment, other than in the performance of the duties of his/her position:

26.01 (2) (a) up to a maximum of five (5) days per season non-cumulative - to serve on a jury; or

(b) up to a maximum of two (2) days per season non-cumulative - by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a Court of Justice or before a Grand Jury;

(ii) before a Court, Judge, Justice, Magistrate, or Coroner;

(iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;

(iv) before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or

(v) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half (½) day's work.

(3) Where an employee is subpoenaed to attend as a witness in any proceeding held before a Court during off-duty hours, as a result of the performance of his/her duties or to testify before an Administrative Inquiry Board, pursuant to the Corrections Act, during his/her off-duty hours, he/she shall be entitled to the greater of:

(a) (i) for regular employees, compensation at the rate of time and one-half (1½T) for all hours worked;

(ii) for auxiliary employees, compensation for all hours worked at the straight-time rate, or if overtime is applicable pursuant to the terms of this Agreement, at the rate of time and one-half (1½T); or

(iii) for all employees, compensation equivalent to four (4) hours pay at the straight-time rate.

An employee who is required to attend a proceeding pursuant to Article 26.01(1), (2) or (3), and who has been scheduled to work the graveyard shift immediately before or the evening shift immediately after the day shift on the day of the proceeding, shall have his/her scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on the day of the proceeding.

(b) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under paragraph (a) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.

26.01 (3) (c) An employee who attends a proceeding pursuant to paragraph (a) above at which he/she is required to spend less than four (4) hours shall report to work for the remainder of the day shift.

(d) The parties agree that Article 15.06(3) shall not apply to the employee whose scheduled shift was changed pursuant to paragraph (a) above.

(e) An employee, whose scheduled shift is to be changed pursuant to paragraph (a) above, shall provide his/her immediate supervisor with as much advance notice as possible of the day(s) he/she will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.

(f) An employee who is required to attend a proceeding pursuant to Article 26.01(3), and whose scheduled shift was changed pursuant to paragraph (a) above, shall be entitled to receive compensation at the applicable overtime rate only for those hours he/she is required to attend at the proceeding which are in excess of his/her regular scheduled hours of work on the day shift on the day of the proceeding.

26.02 **Injury on Duty Leave**

(1) A regular or seasonal employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Compensation Board that he/she is unable to perform his/her duties because of:

(a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct;

(b) sickness resulting from the nature of his/her employment;

(c) overexposure to radioactivity or other hazardous conditions in the course of his/her employment; or

(d) a personal injury, where an off-duty employee is a victim of an assault or an act of violence and such assault or act of violence arises as a result of the employee performing his/her normal responsibilities and not caused by his/her own misconduct;

if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure.

(2) When a regular or seasonal employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of record of sick leave credits, that the employee was not granted sick leave.

(3) (a) When a regular employee has been granted injury-on-duty leave with pay, in accordance with Clause 26.02(1), the employee shall earn sick, special, vacation, travel bonus, and any other credits in accordance with this Agreement.

26.02 (3) (b) When a seasonal employee has been granted injury-on-duty leave with pay, in accordance with Clause 26.02(1), the employee shall earn sick, special, travel bonus and any other credits in accordance with this Agreement.

(4) A regular or seasonal employee who has been in receipt of injury-on-duty leave may request a letter from the Workers' Compensation Board to verify his/her claim, if required for taxation purposes.

26.03 **Maternity Leave**

(1) Every employee who becomes pregnant shall notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and, subject to sub-section (3), shall be granted leave of absence without pay for a total period not to exceed thirty-seven (37) weeks consisting of two periods as follows:

(a) a maximum of eleven (11) weeks prior to the expected termination date of her pregnancy; and

a maximum of twenty-six (26) weeks following the termination date of her pregnancy.

(b) Notwithstanding sub-paragraph (1)(a) above, a regular employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to use of unpaid maternity leave but total maternity leave shall not exceed 11 weeks prior to and 26 weeks after the termination of pregnancy.

(c) A regular or seasonal employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this Clause, illness or injury as defined in Article 25 shall include medical disability related to pregnancy.

(d) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires his/her hospitalization within the period of leave provided for under this clause, the period of maternity leave without pay therein defined may be extended beyond the original period of leave by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth of the child.

(2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

26.03 (3) Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of her pregnancy, the Employer may request submission of a certificate from a qualified medical practitioner stating the health of the employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of her pregnancy and/or provide to the employee an extension to the maternity leave entitlement beyond the maximum thirty-seven (37) week period.

(4) (a) An employee who has proceeded on maternity leave must notify the Employer in writing within the two (2) month period following the termination of her pregnancy of the date upon which she intends to report to work.

(b) Before returning to work, the employee must give the Employer at least one week's notice of her intended date of return.

(c) The length of time during which an auxiliary employee is on maternity leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 54.01(5).

(5) (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.

(b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the 24 month period in Articles 53.01(c)(1)(ii) and (c)(2)(ii).

(c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:

(i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.07(1)(b));

(ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.

(6) The following provisions shall apply only to regular employees and seasonal employees:

(a) After completion of one (1) year continuous employment, an employee who:

(i) agrees to return to work for a period of at least six (6) months after the expiry of her maternity leave, and

26.03 (6) (a) (ii) provides the Employer with proof that she has applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act,

shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

(b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:

(i) she will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and

(ii) she will work for a period of at least six (6) months after her return to work; and

(iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that she is indebted to the Employer for the full amount received as maternity leave allowance.

(c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:

(i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and

for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.

(d) The weekly rate of pay referred to in paragraph (c) above shall be:

(i) for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;

(ii) for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;

26.03 (6) (d) (iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in sub-paragraphs (i) and (ii) above shall be adjusted accordingly.

(e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.

(f) A seasonal employee who has been temporarily released pursuant to Article 54.02 or who is on off-duty status under Article 54.03 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.07(1)(b).

(g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:

(i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and

(ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

(7) (a) An on-call employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, shall be entitled to:

(i) a cash payment equivalent to the allowance the on-call employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or

(ii) in the case of an on-call employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.

(b) Where any on-call employee is paid the cash payment provided under Article 26.03(7)(a) above, and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.

(8) (a) A regular employee or seasonal employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, may, prior to receiving any payment from the Employer of the maternity leave allowance under Article 26.03(6), elect to receive the cash payment as follows:

26.03 (8) (a) (i) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or

(ii) in the case of an employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.

(b) If the employee makes such an election, she shall not be entitled to be paid any maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan set out in Article 26.03(6).

(c) Where a regular or seasonal employee is paid the cash payment provided under (a) above, and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.

(9) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for seasonal employees. Time spent on such leave shall be counted for seasonal employees for pay increment purposes only with regard to the calculation of the three consecutive seasons.

26.04 **Parental Leave**

(1) Parental leave - general

(a) On request from an employee, parental leave without pay shall be granted for a period of up to fifty-two (52) weeks. Parental leave must be taken as one continuous period of leave.

(b) An employee who intends to request parental leave shall make every reasonable effort to provide four (4) weeks notice to the employer.

(c) Where two employees take parental leave with respect to the same child and both work in the same department and branch in the same location, they shall not be off on their respective leaves at the same time.

(d) Where the employee's newborn or adopted child is born prematurely, or is born with or contracts a condition that requires his/her hospitalization within the period of leave provided for under this clause, the period of parental leave without pay therein defined may be extended beyond the original period of leave by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth of the child.

(2) Parental leave in conjunction with maternity leave

(a) Parental leave taken in conjunction with maternity leave shall be subsequent to and continuous with maternity leave.

(b) Parental leave taken in conjunction with maternity leave shall not extend the total leave (maternity and parental combined) beyond fifty-two (52) weeks.

26.04 (3) All other parental leaves

(a) Where an employee has or will have the actual care or custody of his/her newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to fifty-two (52) weeks. This leave without pay shall commence on a date not earlier than one (1) week prior to the date the child comes into the employee's care and custody, and shall be taken during the fifty-two week period immediately following the child's birth or date the child comes into the employee's care and custody.

(b) The employee may be required to provide proof of birth or proof of adoption.

(c) The employer may defer the commencement of parental leave without pay at the request of the employee; such deferment will not extend leave beyond the fifty-two (52) weeks in paragraph (a) above.

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(4) Before returning to work, the employee must give the Employer at least one (1) week notice of his/her intended date of return.

(5) The length of time during which an auxiliary employee is on parental leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 54.01(5).

(6) (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.

(b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the twenty-four (24) month period in Article 53.01 (c)(1)(ii) and (c)(2)(ii).

(c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:

(i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.07(1)(b));

(ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.

26.04 **Supplementary Employment Insurance Plan benefit**

(7) The following provisions shall apply only to regular employees and seasonal employees:

(a) After completion of one (1) year continuous employment, an employee who:

(i) agrees to return to work for a period of at least six (6) months after the expiry of his/her parental leave, and

(ii) provides the Employer with proof that he/she has applied for, is entitled to and in receipt of employment insurance benefits pursuant to the Employment Insurance Act,

shall be paid a parental leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

(b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:

(i) he/she will return to work after the expiry of his/her parental leave, unless this date is modified with the Employer's consent; and

(ii) he/she will work for a period of at least six (6) months after his/her return to work; and

(iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that he/she is indebted to the Employer for the full amount received as parental leave allowance.

(c) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:

(i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance parental benefits, an allowance of ninety-three percent (93%) of his/her weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and

(ii) for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the parental leave and ninety-three (93%) of his/her weekly rate of pay, less any other monies earned during this period.

(d) The weekly rate of pay referred to in paragraph (c) above shall be:

(i) for a full-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental leave;

26.04 (7) (d) (i) for a part-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.

(iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in sub-paragraphs (i) and (ii) above shall be adjusted accordingly.

(e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.

(f) A seasonal employee who has been temporarily released pursuant to Article 54.02 or who is on off-duty status under Article 54.03 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.07(1) (b).

(g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:

(i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and

(ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

26.05 **Casual Leave**

At the discretion of the Employer, a regular employee may be granted casual leave with pay to a maximum of two (2) hours for purposes of special or unusual nature. Such casual leave shall not be deducted from any earned leave credits.

26.06 **Education Leave**

Parties acknowledge existence of Employer's Policy on Education Leave and pending its enactment agree that it will not be amended during the life of the Agreement except through meaningful consultation as exhibited in Articles 34.02. Copies of this Policy will be obtainable from Department Personnel Officers.

26.07 **Religious Holy Days**

The employer shall make every reasonable effort to grant an employee time off with pay when a religious holiday prevents the employee from reporting for work, provided that the employee agrees to make up the time off at a time mutually agreeable to the employee and the employer and, in any case, within 12 months of the leave granted. The employer may require proof from the employee that his/her doctrine prevents him/her from reporting to work and that the religious organization is registered as such pursuant to the Income Tax Act.

26.08 **Compassionate Leave Without Pay**

Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the Yukon Employment Standards Act.

ARTICLE 27

DISCIPLINE

27.01 The parties agree that the Employer has the right to discipline and discharge for just cause. Employees will be given, in writing, the reasons for any formal discipline.

27.02 Any formal disciplinary notice placed on the personal file held by the Public Service Commission shall become null and void and not used in any future disciplinary decision after the employee attains a clear work record for 24 months from the time of the last notice.

Any formal disciplinary notice that became null and void shall, at the written request of the employee, be placed in a sealed envelope and left in a separate file that may only be opened by the employee or by the Director or an Officer of the Staff Relations Branch of the Public Service Commission. In the latter situation, a reasonable effort will be made to open the sealed envelope with the employee's knowledge.

27.03 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.

27.04 When an employee is required to attend a meeting, the purpose of which is an investigation which may result in formal discipline concerning him/her or the purpose of which is to render formal discipline concerning him/her, the employee is entitled to have at his or her request a Representative of the Alliance attend the meeting.

Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

ARTICLE 28

PROCESSING OF GRIEVANCES

28.01 (i) An Individual employee, who has a grievance against the application or interpretation of the Collective Agreement, or any other term or condition of employment, can bring forward the grievance, as per Article 28.05 (1) and may be assisted and/or represented by the Alliance at any level.

(ii) At anytime the Union may bring forward a Policy grievance on behalf of an individual or the Union concerning the interpretation of the Collective Agreement or an arbitral award.

(iii) Grievors in a Group Grievance must have the approval of, and be represented by the Alliance. The Union will define the group of employees on whose behalf the grievance has been submitted. It is understood that the Union will not present a series of Individual grievances in preference to defining a group of employees and submitting a Group Grievance.

28.02 (1) An employee or group of employees who wish(s) to present a grievance or complaint relating to a provision of the collective agreement or arbitral award shall transmit this grievance through the Alliance.

(2) The grievance administrator shall acknowledge receipt of the grievance by returning the appropriate copies to the grievor and the Alliance as applicable.

28.03 A grievance of an employee or group of employees shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.

28.04 Subject to and as provided in Section 77 of the Yukon Public Service Staff Relations Act, an employee or group of employees who feel(s) that he/she/they has/have been treated unjustly or considers himself/herself/themselves aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 28.02, except that where there is another administrative procedure provided by or under any other Act to deal with his/her/their specific complaint, such procedure must be followed.

28.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:

(1) Individual Grievance
Process for Grievances under 28.01 (i):

(a) Level 1 - First level of Supervision

A problem-solving meeting in which the individual employee has the right of representation from the Alliance, and the supervisor has the right of consultation with the Department Human Resource Office.

28.05 (1) (a) When an individual employee has requested a meeting in relation to a grievance at Level 1 such problem-solving shall be held within twenty (20) working days of the Employer's receipt of the grievance. If the matter is not resolved at Level 1 it may be referred to Level 2 within five (5) working days.

(b) Level 2 – First level of Management

A problem-solving meeting in which the individual employee has the right of representation from the Alliance, and the manager has the right of consultation from the Department Human Resource Office or the Staff Relations Branch of the Public Service Commission

The Employer shall normally reply to an individual employee's grievance at Level 2 of the grievance procedure, within ten (10) working days after the grievance is referred. If the matter is not resolved at Level 2 it may be referred to the Final Level within five (5) working days.

(c) Final Level – Deputy Minister

A meeting that shall be held within ten (10) working days of the grievance being referred, at which the Deputy Minister has the right of consultation with the Staff Relations Branch or the Department Human Resource Office, and in which he/she shall hear the individual employee, who has the right of representation from the Alliance.

The Deputy Minister shall provide his/her written reasoned decision, within ten (10) working days of the meeting.

(2) Policy Grievance

Process for Grievances under 28.01 (ii):

Policy grievances shall be presented by the Alliance in the first instance to the Public Service Commission for investigation **not later than sixty calendar (60) days after the date on which the Alliance was notified orally or in writing or on which it first becomes aware of the action or circumstances giving rise to the grievance.** Any such grievances not resolved in that investigation shall be heard at a meeting with the Public Service Commissioner within **a further 60 calendar** days of the presentation of the grievance for investigation.

(2) When the Public Service Commissioner has heard such a grievance he/she shall provide his/her written reasoned decision within 20 working days.

(3) Group Grievance
Process for Grievances under 28.01 (iii):

(a) Level 1 – First Level of Management

A problem-solving meeting in which the group of employees shall be represented by the Alliance and in which the manager may be advised by the Departmental Human Resource Office or the Staff Relations Branch.

28.05 (3) (a) When a group of employees has requested a meeting in relation to a grievance at Level 1, the problem-solving meeting shall be held within twenty (20) working days of the Employer's receipt of the grievance. If the matter is not resolved at the Initial Level it may be referred to the Final Level within five (5) working days.

(b) Final Level – Deputy Minister

A meeting that shall be held within ten (10) days of the grievance being referred and at which the group of employees shall be represented by the Alliance and at which the Deputy Minister may be advised by the Staff Relations Branch or Departmental Human Resources. The Deputy Minister shall provide his/her written reasoned decision within ten (10) days.

28.06 (1) Discussions and resolutions shall not be considered precedent setting to the Collective Agreement or the grievance process.

(2) There shall be full disclosure by the parties of all facts and considerations pertinent to the grievance at each and every level of the grievance processes.

(3) If a grievance concerns the application of the Collective Agreement, the employee must be represented by the Alliance.

28.07 Where the Alliance acts as the representative, they shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure. And, the Public Service Commission, Staff Relations Branch shall have the right to consult with the Alliance with respect to a grievance at each or any level of the grievance procedure.

Time Limits

28.08 For the purpose of the time limits stipulated in this Collective Agreement, a day means all days except Saturdays, Sundays and designated paid holidays

(1) An Individual employee or Group of employees may present a grievance to the initial Level of the relevant process, in the manner prescribed in Clause 28.02 not later than twenty (20) working days after the date on which he/she/they is/are notified orally or in writing or on which he/she/they first become(s) aware of the action or circumstances giving rise to the grievance.

(2) The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Alliance, or between the Employer and the employee when 28.06 (3) does not apply.

(3) Any employee, group of employees, or the Alliance who fail(s) to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his/her/their control, he/she/they was/were unable to comply with the prescribed time limits.

28.08 (4) Where the provisions of Clause 28.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate person of the Department or Agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

28.09 When an employee has been represented by the Alliance in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Alliance with the Employer's decision on the grievance at the same time that the Employer's decision is conveyed to the employee(s)

28.10 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the grievance is a class of grievance that may be referred to adjudication.

28.11 Where it appears that the nature of this grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be eliminated by agreement between the Employer and the Alliance or between the Employer and the employee when 28.01 does not apply.

28.12 Except as provided in Clause 28.15 (2), an employee or group of employees may, by written notice to the Employer, abandon a grievance.

28.13 No person who is employed in the public service shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee or group of employees to abandon his/her/their grievance or refrain from exercising his/her/their right to present a grievance as provided in the Collective Agreement.

28.14 When a grievance has been presented, up to and including the Final Level in the grievance procedure with respect to the interpretation or application in respect of him/her of a provision of this Collective Agreement or a related arbitral award and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the Yukon Public Service Staff Relations Act and Regulations.

28.15 (1) An employee must obtain the approval of the Alliance and be represented by the Alliance before a grievance can be referred to adjudication.

(2) A grievance referred to adjudication can only be withdrawn by the employee with the prior approval of the Alliance.

28.16 An employee, subject to Clause 28.15 (1), shall notify the Employer in writing within thirty (30) working days following the date of receipt of the decision at the Final Level of the grievance procedure of his/her intention to appeal the decision to adjudication.

ARTICLE 29

STATEMENT OF DUTIES

29.01 Within one month of receiving an employee's written request, the Employer shall provide the employee with a current statement containing the duties and responsibilities including factor point rating assigned to the position he/she occupies.

ARTICLE 30

CONTRACTING OUT

30.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out

ARTICLE 31

REMOVAL EXPENSES

31.01 The Employer will pay removal expenses (in accordance with the Employer's Policy on Removal Expenses on Initial Hire) for regular employees who are rejected on probation during their initial probationary period or extension of their initial probationary period or who are laid off provided:

(a) The probationary employee initially received removal expenses from the Yukon Government on hire;

(b) The probationary employee certifies his/her intention to leave his/her place of employment;

(c) In the case of an employee who is laid off, the employee certifies his/her intention to leave his/her place of employment;

(d) The employee submits a claim for reasonable removal costs to the Employer;

(e) The Employer will pay reasonable removal costs for a distance not greater than from the employee's original point of hire to his/her place of employment.

31.02 The Employer will pay removal expenses (in accordance with the Employer's Policy on Transfer Expenses) under the following conditions:

(a) Where the Employer has directed that a regular employee transfer from one location to another;

(b) Where a regular employee has requested and at the discretion of the Employer has been granted a transfer from one location to another.

ARTICLE 32

SAFETY AND HEALTH

32.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously implementing reasonable procedures and techniques designed or intended to reduce the risk of employment injury. Employees shall make every reasonable effort to reduce and obviate risk of employment injury.

32.02 (a) In light of the foregoing, the Employer and the Union, jointly, have commenced and will continue to establish Regional Safety Committees to provide an avenue for Employer and Union representatives to discuss safety matters with a view to recommending changes or modifications to present procedures and practices within the Yukon Government.

(b) The composition of each Safety Committee shall be a subject of discussions between the Employer and the Union but it is agreed that at no time will the Union's representatives constitute less than one-half (½) of the representatives of the Committee. Each Committee shall select its own Chairperson. Minutes of all meetings shall be forwarded to the Union and to the Employer.

(c) Each Committee shall establish its own procedures but are encouraged to pre-schedule regular monthly meetings which may be cancelled by the Chairperson should there be no business to pursue. Extra meetings may be called by the Chairperson in necessary emergency situations.

(d) An employee shall suffer no loss of pay for serving on a Safety Committee.

(e) Employees are encouraged to refer safety matters to their immediate Supervisors in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and Supervisors are encouraged to refer safety issues to the Chairperson or a Member of the Regional Safety Committee in their area.

32.03 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain any results received by the Employer of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Public Service Commission. Employees shall not refuse to take such medical, hearing or vision examinations.

32.04 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated Supervisor. Accidents shall be investigated, where required, pursuant to the Yukon Occupational Health and Safety Act, as may be amended from time-to-time.

32.05 Employees who are required to attend First Aid and Safety Training courses shall be granted leave without loss of regular pay for such training. The Employer shall pay for such course fees and/or tuition.

Under this clause, if the Employer requires the Employee to attend training on his/her day off, such time will be considered time worked and will be paid at the appropriate rate.

32.06 **Transportation of Injured Workers**

Where an employee suffers injury by accident arising out of and in the course of his/her employment, the Employer shall provide the employee with transportation as required under Section 61(1) of the Yukon Workers' Compensation Act, as may be amended from time-to-time.

32.07 **Right to Refuse Work**

(a) Pursuant to Section 14(1) of the Yukon Occupational Health and Safety Act, as may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:

(1) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person, or

(2) a condition exists in the workplace that constitutes an undue hazard.

(b) Where an employee refuses to work or do particular work under paragraph (a) above, the requirements of Sections 14 and 15 of the Occupational Health and Safety Act, as may be amended from time-to-time, will be followed.

(c) Pending the investigation and decision of the Safety Officer pursuant to Section 15 of the Occupational Health and Safety Act, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing or to work in the workplace or the part thereof that is being investigated, unless the employee to be so assigned has been advised of the other employee's refusal and the reason for it.

32.08 The Union and the Employer agree to continue their efforts in the establishment, implementation and maintenance of effective measures for violence prevention and protection in the workplace.

32.09 **The Right to Know**

The parties acknowledge that the Workplace Hazardous Materials Information System legislation enshrines a worker's right to know what controlled products are used in the workplace, as well as the hazards, precautions and procedures associated with the use of these controlled products.

The parties also recognize that the WHMIS legislation is administered in the Yukon under the Occupational Health and Safety Act, as may be amended from time-to-time, and that any complaint by an employee shall be directed to the Occupational Health and Safety Board for investigation and enforcement, if necessary.

32.10 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.

ARTICLE 33

YUKON BONUS

(Note: Article 33 is not applicable to auxiliary employees. Refer to Article 53.07 for the applicable provisions for auxiliary employees.)

33.01 Effective January 1, 1995, articles 33.01 – 33.08 shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government.

33.02 There shall be a Yukon Bonus travel benefit of **$2,242**, from which income tax may or may not be deducted, at the employee's option.

33.03 Subject to subsection 33.07 a regular employee who completes one year of continuous service with the Yukon Government shall be entitled to a Yukon Bonus which must be claimed within a 12 month period from the date upon which the employee completed the one year of continuous service.

33.04 A regular employee who is appointed on or after January 1, 1995 must complete a qualifying period of two years of continuous service with the Yukon Government before being eligible to claim their first Yukon Bonus. Claims for subsequent Yukon Bonuses may be made in accordance with subsection 33.05.

33.05 For each full year of continuous service subsequent to their qualifying period of service, a regular employee is entitled to a Yukon Bonus which must be claimed within a 12 month period from the date upon which the employee becomes eligible for the Bonus.

33.06 A regular employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the periods identified above shall lose their entitlement to the Bonus.

33.07 A regular employee shall be paid on layoff a prorated Yukon Bonus based on the number of completed months of work of continuous service since their last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of their employment.

33.08 If a regular employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity or parental leave, their Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that they take.

Effective January 1, 2008.

33.09 There shall be an automatic Yukon Bonus travel benefit of **$2,242**, from which income tax may or may not be deducted, at the employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.

33.10 A regular employee must complete a qualifying period of two years of continuous service with the Yukon Government before being eligible to be paid their first Yukon Bonus. Payments for subsequent Yukon Bonuses will be made in accordance with this article.

33.11 For each full year of continuous service subsequent to his/her qualifying period of service, a regular employee is entitled to a Yukon Bonus which will be paid on the pay day falling immediately after the employee's continuous service date.

33.12 A regular employee shall be paid on layoff a prorated Yukon Bonus based on the number of completed months of work of continuous service since his/her last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of his/her employment.

33.13 If a regular employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity or parental leave, his/her Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that s/he take.

ARTICLE 34

JOINT CONSULTATION

34.01 For the purpose of providing Joint Consultation on matters of common interest, a Committee of not more than six (6) members, representing the interests of the Employer and the employee in equal numbers, is established.

34.02 The following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Alliance during the term of this Agreement, and the Employer agrees that new policies will not be introduced and existing Regulations and Directives will not be cancelled or amended in such a way as to affect employees covered by the Agreement until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

Subjects

(a) Training and other measures to deal with the impact on employees of technological and other change;
(b) Travel and Subsistence Allowance;
(c) Safety and Health Practices;
(d) Relocation Allowances;
(e) Staff Uniforms and Clothing;
(f) Provisions to the Alliance of Employer Manuals and Directives;
(g) Parking Privileges;
(h) Restrictions on Outside Employment;
(i) Educational Leave and Career Development;
(j) Affirmative Action Program for Women;
(k) Classification Plan.

34.03 (a) The parties acknowledge that the Yukon Government has the right to introduce policies dealing with employment - related matters covering all or some persons working in the Yukon Public Service. Such policies shall not conflict with the express terms of the Collective Agreement, subject to any legislative authority to the contrary.

34.03 (b) The parties agree that an employee, if covered by the applicable policy listed in paragraph (c) below, may bring a grievance seeking the enforcement of the language of the particular policy which existed at the time that the grievance was commenced pursuant to Article 28.02. If the grievance is not dealt with to the employee's satisfaction, he/she may refer the grievance to adjudication pursuant to Article 28.19.

(c) The policies which may be the subject of a grievance pursuant to paragraph (b) above are:

- Interview and Relocation Expense Directive,
- Travel Directive,
- Decentralization Policy.

(d) Prior to any of the policies listed in paragraph (c) above being cancelled or revised by the Yukon Government, the Alliance shall be given a reasonable opportunity to consult with the Employer on its intent to cancel or revise the policy. This opportunity to consult shall be provided to the Alliance prior to the revisions to the policy being submitted through the Yukon Government's approval process. A copy of any policy listed in paragraph (c) above, which is revised by the Yukon Government, will be provided to the Alliance prior to the implementation date of the revised policy.

ARTICLE 35

TOOL REPLACEMENT AND ALLOWANCE

35.01 **Tool Replacement**

(a) The Employer will replace worn or broken tools of its employees designated as:

Airports Crew Foreman (Watson Lake)
Automotive Mechanic
Automotive Mechanic Fore**person**
Building Engineer
Building Maintenance Foreman
Carpenter
Crusher Foreman
Custodial Work Supervisor
Custodial Worker
Electrician
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreman
Heavy Equipment Operator
Industrial Mechanic
Labourer
Machinist
Maintenance Person
Oil Burner Mechanic
Park Maintenance Person
Park Signmaker
Parts Person

35.01 Tool Replacement

Plumber
Road Foreman
Sign Painter
Sign Painter's Assistant
Spray Painter
Supervisor Surface/Mobile (Airports)
Transportation Foreman
Truck Driver
Welder

provided tools have been worn or broken on the job and are required by the employees in the performance of their normal duties. Tools which are under warranty will not be covered by this Article.

(b) The employee will present the worn or broken tool to his/her immediate Supervisor for approval of replacement, and upon authorization, the employee shall purchase the replacement tool and submit his/her receipt for its purchase to his/her immediate Supervisor for reimbursement by the Employer. **If the employee wishes to upgrade the value of the tool, he/she shall first obtain the prior approval of the supervisor, and upon purchase shall provide the supervisor with the receipt and the tool for inspection. Reimbursement will be for the replacement value of the broken tool, not the value of the upgraded tool.**

(a) and (b) shall apply to Apprentices, Tradesmen and Journeymen.

35.02 Tool Allowance

(a) A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an Automotive Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of three hundred dollars ($300) and to a further allowance of **one hundred and fifty** dollars ($150) for each completed year of service thereafter to a total maximum allowance of **twelve hundred dollars ($1,200)**.

(b) A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an Automotive Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of one hundred **fifty** dollars ($150) and to a further allowance of **seventy-five** dollars ($75) for each completed year of service thereafter to a total maximum allowance of **six** hundred dollars ($600).

35.03 The employer shall reimburse the employee for the cost of an annual medical examination where the employee is required by the employer to operate the George Black Ferry in a position required by federal legislation to have a certificate of medical fitness.

ARTICLE 36

CLOTHING AND PROTECTIVE EQUIPMENT

36.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing and protective equipment in accordance with the Employer's policy on Clothing and Staff Uniforms.

Clothing Allowance

(a) A regular employee in an eligible position as of September 1st, who has not previously received a clothing allowance, will be entitled to a clothing allowance of **three hundred dollars ($300)** on September 1st to help defray the cost of purchasing insulated clothing. Thereafter, the regular employee will be paid the clothing allowance bi-annually on September 1st, providing his/her service is continuous and he/she continues to occupy an eligible position.

(b) A seasonal employee who is actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1st and March 31st, who has not previously received a clothing allowance, will be entitled to receive a clothing allowance of **one hundred-fifty dollars ($150)** upon completion of the three months' employment to help defray the cost of purchasing insulated clothing. Thereafter, the seasonal employee will be paid the clothing allowance bi-annually no earlier than the date of the initial allowance entitlement, provided he/she has been actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1st and March 31st preceding the date of his/her entitlement.

(c) The clothing allowance will be paid to eligible employees in accordance with Article 17.03.

(d) To be eligible for a clothing allowance to help defray the cost of purchasing insulated clothing, the duties of a position must require the employee to spend a portion of his/her time out of doors and subject the employee's parka to wear and tear beyond what would occur during normal use unrelated to the specific duties of the position.

(e) Prior to September 1st of each year, the Employer will provide the Union with a list of the positions which received a clothing allowance in the past year. The parties will discuss the list at Joint Consultation and shall, by mutual agreement, determine positions which should continue on the list, be added to the list, or deleted from the list, based upon the current requirements of the positions.

(f) Where the parties cannot agree on the contents of the list in e), the previous year's list shall continue to be in effect. In cases of disagreement, either party may refer the matter to an adjudicator appointed by the Yukon Public Service Staff Relations Board for mediation and/or a binding determination of the unresolved matters.

(g) When a regular employee who is entitled to a clothing allowance on September 1st resigns prior to October 15 of the eligibility year, and the employee has already received his/her clothing allowance for that year, the employer shall recover the allowance from any monies owning.

Safety Footwear Allowance

36.02 a) Regular employees who are required to wear safety footwear as prescribed under the Occupational Health and Safety Act will receive a $100 boot allowance on April 1st of each year.

b) Seasonal employees who are required to wear safety footwear as prescribed under the Occupational Health & Safety Act will receive a $100 boot allowance within four (4) weeks of commencement of work in their position, and thereafter on an annual basis, when recalled from off-duty status, within four (4) weeks of recall to active employment.

36.03 **Provision Of Coveralls for Employees Within Highways and Public Works**

This is to confirm that as in the past, Highways and Transportation will continue to provide coveralls (as required) and facilities for washing and that employees will continue to be responsible for minor repairs of such coveralls.

Prior to receiving a new pair of coveralls an employee shall return the pair he/she is presently using.

ARTICLE 37

DAMAGE TO PERSONAL PROPERTY

37.01 (a) Upon submission of reasonable proof, the Employer shall indemnify, pursuant to paragraph (b) below, with respect to damage to personal property of an employee while on duty caused by the actions of a patient or client, and provided such personal property is an article of use or wear of a type suitable for use while on duty.

(b) The responsibility of the Employer to indemnify an employee under paragraph (a) above shall be limited to reimbursing the employee:

(i) for the deductible costs, up to a maximum of $200.00, associated with his/her insurance coverage for damage to the personal property; or

(ii) if the employee does not have such insurance coverage, to a maximum of $200.00.

ARTICLE 38

COMMUNITY ALLOWANCE

38.01 (1) (a) An employee whose headquarters area (area in which the position is established) is Carcross or Tagish shall receive an annual community allowance of **six hundred and fifty dollars ($650.00).**

(b) An employee whose headquarters area is Haines Junction or Teslin shall receive an annual community allowance of **one thousand one hundred and ten dollars ($1,110).**

38.01 (1) (c) An employee whose headquarters area is Carmacks, Watson Lake, or Destruction Bay shall receive an annual community allowance of **one thousand, seven hundred dollars ($1,700.00).**

(d) An employee whose headquarters area is Drury Creek, Swift River, Stewart Crossing, Beaver Creek, Dawson City, Faro, Mayo, Pelly Crossing or Ross River shall receive an annual community allowance of **two thousand two hundred ($2,200).**

(e) An employee whose headquarters area is Old Crow or Herschel Island shall receive an annual community allowance of eight thousand, two hundred dollars ($8,200.00).

(2) (a) The community allowance shall be pro-rated for regular part-time employees. Effective January 1, 1991, the community allowance shall be paid on a bi-weekly basis pursuant to Article 17.02.

(b) Auxiliary employees shall be provided their outstanding community allowance at the following times:

(i) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the allowance on the second scheduled pay day after March 31 and September 30 respectively.)

(ii) At the time of permanent release under Article 54.01.

(iii) In the case of seasonal employees only, at the time of temporary release under Article 54.02 or of commencement of off-duty status pursuant to Article 54.03.

(c) Subject to Article 38.02, the outstanding community allowance shall be paid to an auxiliary employee on a pro-rata basis calculated by dividing the total number of regular hours worked by the employee during the periods from April 1 to September 30 and from October 1 to March 31 (or the appropriate portion thereof if paragraph (b)(ii) or (iii) above is applicable) by the total number of regular working hours in the same respective periods which would be required to be worked by a full-time employee in the same classification.

38.02 The foregoing does not apply to an employee who is in receipt of free room and board.

38.03 **Camp Workers – Remote Premium**

A highways worker who works in the remote camps of Eagle, Ogilvie, Klondike, Tuchitua, Blanchard or Fraser shall be paid a premium payment of $.60 for all regular hours worked while in the camps to compensate for travel.

ARTICLE 39

CASH GRATUITY

(Note: Refer to Article 53.08 for the applicable provisions for auxiliary employees.)

39.01 Regardless of any other benefits payable, if a regular employee dies, there shall be paid to his/her spouse or to such other person as the Commissioner determines, an amount equal to the product obtained by multiplying his/her weekly rate of pay at the time of death by the number of completed years of his/her continued employment to a maximum of thirty (30) weeks, less any period in respect of which he/she was granted severance pay.

ARTICLE 40

EXTENDED HEALTH CARE AND LONG TERM DISABILITY

40.01 (a) The Employer will pay eighty-five percent (85%) of employee Extended Health Care and Long Term Disability premiums for a regular or seasonal employee who is eligible to receive such coverage. (Change of premium share to take effect June 01, 2007.

(b) A seasonal employee who is entitled to receive the benefit coverage under paragraph (a) above may elect to continue his/her coverage during any period that the employee has been temporarily released pursuant to Article 54.02, or is on off-duty status under Article 54.03. If the seasonal employee elects to continue his/her coverage, the Employer shall continue to pay its share of the premium costs under Article 41 provided that the employee pays his/her share of the premium costs for such coverage in advance of the period of temporary release or off-duty status.

40.02 (a) In regard to the Plans listed in Article 40.01, all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time-to-time by the carrier(s).

(b) Provided that the Employer fulfils its responsibility to pay its share of the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).

(c) The following provision is provided for information purposes only for the employees covered by the Disability Insurance and the Extended Health Care Plan.

In the event the employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage the employee's recourse is to the plan carrier's appeal process.

Should the employee's dispute not be satisfactorily resolved by the appeal process, the employee may seek redress, if available, in a Court action against the carrier of the Plan.

40.03 Effective December 10, 2003, hearing aid coverage is set at $600 every 60 months.

ARTICLE 41

DENTAL CARE PROGRAM

41.01 (a) The Employer will pay eighty-five percent (85%) of the cost of the premiums of the Dental Care Plan for a regular or seasonal employee who is eligible to receive such coverage.

(b) A seasonal employee who is entitled to receive the Dental Care Plan coverage under this Article shall be required to pay 100% of the cost of the premiums for such coverage during any period that the employee has been temporarily released pursuant to Article 54.02 or is on off-duty status under Article 54.03. Such premium payments must be provided to the Employer in advance of the period of temporary release or off-duty status and, as a result, it is agreed that the Employer will deduct the full amount of the required premium payments from the employee's bi-weekly pay cheques, in equal installments, during the employee's period of seasonal employment.

41.02 (a) All Dental Care Plan coverage, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan provided by the carrier.

(b) Provided that the Employer fulfils its responsibility to pay its share of the premiums for the Dental Care Plan coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.

(c) The following provision is provided for information purposes only for the employees covered by the Dental Care Plan.

In the event that an employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Dental Care Plan, the employee may seek redress, if available, in a Court action against the carrier of the Plan.

41.03 Effective April 1, 2005, the orthodontic lifetime maximum under the dental plan is increased to $2,500. Effective April 1, 2006, the orthodontic lifetime maximum is increased to $3,000.

ARTICLE 42

TRAVEL BONUS FOR REGULAR EMPLOYEES OUTSIDE OF WHITEHORSE

(Note: Refer to Article 53.09 for the applicable provisions for seasonal employees.)

42.01 (a) All regular employees, whose headquarters area is outside the City of Whitehorse shall be entitled to earn the following Travel Bonus Credits on a quarterly (3 month) basis, as follows:

Employee's Headquarters Area	Travel Bonus Credits
Carcross and Tagish	One and one-half (1½) days per quarter (3 months)
Teslin	
Carmacks	
Haines Junction	Two (2) days per quarter (3 months)
All Others	

42.01 (b) A regular employee who works one (1) working day in the quarter shall be granted credits as in (a) above.

(c) Subject to operational requirements, a regular employee shall be granted his/her earned Travel Bonus Credits by completing the appropriate Leave Request Form.

(d) Travel Bonus Credits shall not be carried over from one fiscal year to another. However, Travel Bonus Credits may be accumulated during the fiscal year and any earned but unused Travel Bonus Credits at the end of the fiscal year shall be paid to the regular employee by the Employer during the first pay period in May.

(e) Regular employees are encouraged to take Travel Bonus Credits during the winter months.

42.02 (a) All regular employees whose headquarters area is outside the City of Whitehorse shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.

(b) "Current" means the mileage rate in effect on the date the regular employee submits his/her claim, and the "round-trip" shall be based on the official road mileage distance from the regular employee's community to Whitehorse and return.

(c) Regular employees resident in Old Crow shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, his/her spouse and one child.

ARTICLE 43

DEFERRED SALARY LEAVE PLAN

43.01 The Employer, in consultation with the union, will make available a Deferred Salary Leave Plan to all regular full-time and part-time employees. The Plan will comply with the requirements of the Income Tax Act, and copies of the plan will be made available to employees upon request from the Public Service Commission. Administration of the plan shall at all times be subject to and governed by the actual terms and conditions of the plan.

43.02 Provided that the employer fulfils its responsibility under the Plan, the Employer cannot be held responsible or liable for its administration, except for any claim or liability arising out of an error committed by the employer.

ARTICLE 44

PART-TIME EMPLOYEES

44.01 **Pay**

A regular part-time or seasonal part-time employee is entitled to be paid bi-weekly or hourly for services rendered in accordance with:

(a) His/her average number of hours worked per week in comparison to a full-time employee performing similar duties; and

(b) The classification of the position to which he/she is appointed.

44.02 ***Hours of Work - Rotating Shifts***

(a) Hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants and Recovery Unit Attendants shall be scheduled so that:

(i) in every nine (9) day period, employees work three (3) consecutive days followed by six (6) consecutive days of rest; or

(ii) in every six (6) day period, employees work two (2) consecutive days followed by four (4) consecutive days of rest; or

(iii) in every seven (7) day period, employees work two (2) consecutive days followed by five (5) consecutive days of rest;

(iv) in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

(b) Notwithstanding (a) above, employees on strength as of October 23, 1998 will not be required by the Employer to change their current shift pattern.

(c) Employees hired after October 23, 1998 may be assigned to any of the shift patterns delineated in (a) above, subject to the understanding that once assigned paragraph (b) will apply.

44.03 Hours of work for regular part-time Compliance Officers (formerly known as Weigh Station Officers) shall be scheduled so that:

(a) In every fifteen (15) day period, employees work five (5) consecutive days followed by ten (10) consecutive days of rest;

(b) On a daily basis, employees work eight (8) hours inclusive of a meal period of one-half (½) hour.

Notwithstanding Clause 15.23, the Employer shall make every reasonable effort to provide a regular part-time employee with advance notice of an alteration in an employee's working schedule.

44.04 The Employer shall make every reasonable effort to provide a seasonal part-time employee with advance notice of an alteration in the employee's working schedule.

44.05 **Overtime**

(a) (i) A regular part-time employee is entitled to receive overtime compensation, in accordance with Article 16, when work has been authorized in advance by the Employer in excess of the regular full-time daily or weekly hours of work specified for the particular classification held by the part-time employee, and/or when work is authorized in advance by the Employer in excess or outside of the same number of consecutive full-time working days specified for the particular classification held by the part-time employee. It is understood that the regular part-time employee may refuse to work any additional time beyond his/her schedule.

44.05 (a) (ii) A seasonal part-time employee is entitled to receive overtime compensation when work has been authorized in advance by the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification and/or when work is authorized in advance by the Employer in excess of the same number of consecutive working days as a full-time employee in the same classification. The overtime compensation shall be paid at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter. It is understood that the seasonal part-time employee may refuse to work any additional time beyond his/her schedule.

(b) Notwithstanding paragraph (a) above, a regular part-time or seasonal part-time employee who is required to work in a classification where a full-time employee's regular daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to work in excess of thirty-seven and one-half (37½) regular hours per week or in excess of seven and one-half (7½) regular hours per day.

(c) (i) Regular part-time Education Consultants, Speech and Language Pathologists, Occupational Therapists, Physiotherapists, part-time Gadzoosdaa staff, and part-time employees engaged in the provision of clerical and secretarial support in the schools may, in lieu of receiving payment for working extra hours, elect to bank the equivalent as time off with pay to be liquidated by the employee during school breaks or holidays and Professional Development days, subject to operational requirements.

(ii) In order to be eligible to bank extra hours as compensatory leave, the employee must agree to bank the time in lieu of payment prior to working the extra hours. Prior to taking vacation leave during the periods outlined in article 44.05(c) (i), leave earned under this article shall be utilized. Any outstanding compensatory leave earned under this article, but unused shall be paid out in accordance with article 16.06(d). Article 16.06(e) shall not apply to extra hours.

44.06 **Designated Paid Holiday**

(a) Falling on non-scheduled working day:

When a designated paid holiday falls on a non-scheduled working day, a regular part-time or seasonal part-time employee shall be reimbursed for that day on the basis of the average number of regular hours worked per day over a two (2) week period immediately preceding a designated paid holiday.

(b) Falling on a scheduled working day:

When a designated paid holiday falls on a scheduled working day or is moved to a scheduled working day on which the employee is not required to work, a regular part-time or seasonal part-time employee shall be reimbursed for that day on the basis of the average number of regular hours worked per day over the two (2) week period immediately preceding a designated paid holiday.

44.06 (c) Work performed on a designated paid holiday:

A regular part-time or seasonal part-time employee shall be paid for all hours worked on a designated paid holiday in accordance with Clause 16.05 of this Collective Agreement.

(d) Designated paid holidays referred to in this Article are those contained in Article 20.

44.07 **Call-back Pay**

(a) A regular part-time or seasonal part-time Licensed Practical Nurse, Nursing Home Attendant, Recovery Unit Attendant or Compliance Operator shall be entitled to receive call-back pay in accordance with Article 18.01(1)(a) and call-back pay on a day where the part-time employee would be entitled to receive overtime pay pursuant to Article 44.05(a), provided that the part-time employee has worked the same number of hours and the same number of consecutive days that a full-time employee works in the same classification.

(b) A regular part-time or seasonal part-time employee, other than those mentioned in paragraph (a) above, shall be entitled to call-back pay in accordance with Article 18.01(1), provided the employee has worked the same number of hours and the same number of consecutive days as a full-time employee in the same classification.

44.08 **Part-time Emergency Medical Services shift work employees: Overtime and Call Back Pay**

(a) Notwithstanding article 44.05, a regular part-time employee is entitled to receive overtime compensation, in accordance with article 16, when an employee has been authorized in advance by the Employer to work in excess of 12 hours on a daily basis, or in excess of a full-time employee's schedule where the schedule of work is calculated on other than a seven (7) day weekly basis, and/or when work is authorized in advance in excess of the same number of consecutive working days of the full-time employee. It is understood that the regular part-time employee may refuse to work any additional time beyond his/her schedule.

(b) Notwithstanding article 44.07, a regular part-time employee is entitled to receive call-back pay in accordance with article 18.01(1) (a) on a day where the part-time employee would be eligible to receive overtime pay pursuant to (a) above, provided the employee has worked at least twelve (12) hours on each of the preceding four (4) days in the biweekly pay period.

Note: The proration of credits and Yukon Bonus shall be administered in a manner consistent with the employer's practice as of October 29, 1999.

44.09 **Vacation Leave**

A **regular part-time employee** shall earn vacation leave credits in proportion to the average number of regular hours worked per week in relation to a full-time employee in the same classification.

44.10 **Sick and Special Leave Credits**

A regular part-time or seasonal part-time employee shall earn sick and special leave credits in proportion to the average number of regular hours worked per week in relation to a full-time employee in the same classification.

44.11 **Benefits for Part-time Employees who Job Share**

A part-time employee described under article 2.01(h)(ii) will have his/her salary averaged for the purposes of ensuring full coverage of insured benefits (dental and extended health) and for pension contributions and paid holidays. For purposes of accruing leave credits under this agreement, a part-time employee will accrue credits on a pro rata basis for all hours worked except overtime hours. For the purposes of utilizing leave entitlements under this collective agreement, an employee will be granted leave based on the employee's regularly scheduled hours of work.

44.12 **Yukon Bonus**

(a) A regular part-time employee shall be entitled to a Yukon Bonus in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.

(b) Effective January 1, 1995, subsection 44.12(c) shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government.

(c) A regular part-time employee shall be entitled to a prorated Yukon Bonus based on the regular hours worked of continuous service since their last qualifying date, or in the case of their initial Yukon Bonus, since the commencement of their employment.

NOTE: The automated provisions of the Yukon Bonus will come into effect on January 01, 2008.

44.13 **Travel Bonus for Employees Outside of Whitehorse**

A **regular part-time employee** shall be entitled to earn Travel Bonus Credits in proportion to the average number of regular hours worked per week in relation to a full-time employee in the same classification.

44.14 **General**

(a) Other than the provisions contained in Article 44, the terms and conditions of this Agreement apply to all regular part-time and seasonal part-time employees unless specifically provided otherwise.

(b) For the purpose of this article, regular hours for a part-time employee means all hours worked up to the daily or weekly maximum provided for in the equivalent full-time position.

ARTICLE 45

APPRENTICES

45.01 The following are agreed-upon terms and conditions of employment for regular and seasonal employees engaged as Apprentices by the Yukon Government:

(a) The Apprentice Training Act and pursuant Regulations shall apply to all Apprentices employed by the Yukon Government.

(b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentice Training Act.

(c) Credit shall be granted for the first and second six month periods where Apprentices have completed the ten (10) month Yukon College Course for their particular Journeyman trade. Pay increases shall not be automatic but will be based upon the Apprentice's successful completion of the appropriate annual trade training course.

(d) Apprentices working in Journeyman trades not specified below shall be paid in accordance with the percentages as specified in the Apprentice Training Regulations for the Journeyman trade in which they are engaged.

(e) (i) Apprentices training as Journeyman: Automotive Mechanics, Heavy Equipment Mechanics, Industrial Mechanics and Carpenters shall receive an hourly rate of pay for all regular hours of work in accordance with the following schedule. The hourly rate of pay shall be calculated as a percentage of the appropriate Journeyman hourly rate of pay for the Journeyman trade in which the Apprentice is engaged.

SCHEDULE

First six months	60%
Second six months	65%
Third six months	70%
Fourth six months	75%
Fifth six months	80%
Sixth six months	85%
Seventh six months	90%
Eighth six months	95%

(ii) Apprentices training as Journeyman Welders and Journeyman Parts Persons shall be entitled to receive an hourly rate of pay for all regular hours of work in accordance with the following schedule. The hourly rate of pay shall be calculated as a percentage of the appropriate Journeyman hourly rate of pay for the Journeyman trade in which the Apprentice is engaged.

SCHEDULE

0 - 6 months	65%
6 - 12 months	70%
12 - 18 months	75%
18 - 24 months	80%
24 - 30 months	85%
30 - 36 months	90%

45.01 (f) The Employer will pay the Apprentice while attending trade courses his/her current hourly rate of pay; however, the Apprentice will reimburse the Employer for any salary allowances received from the Federal Government or any other allowances in lieu of salary.

(g) Subject to the Public Service Act and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.

(h) Where an Apprentice has been unable to complete the trade training course before the end of a period where he/she would qualify for a percentage increase in his/her hourly rate of pay, and subsequently completes the course successfully, his/her pay increase shall be retroactive to the end of that previous six month period.

(i) Where an Apprentice fails, after two attempts, to successfully complete a trade training course, a recommendation will be made to the Superintendent of Apprenticeship Training to cancel his/her contract and the Apprentice may be terminated.

45.02 **Heavy Equipment Operator Trainees**

The following are agreed-upon terms and conditions of employment for regular and seasonal employees engaged as Heavy Equipment Operator Trainees by the Yukon Government:

(a) The total period of training shall not exceed two (2) consecutive years in duration from initial appointment into the training program.

(b) Notwithstanding the provisions of subsection (a), at the discretion of the Employer, a further extension of time may be granted to a Heavy Equipment Operator Trainee, not to exceed six (6) months.

(c) Heavy Equipment Operator Trainees shall be entitled to receive an hourly rate of pay for all regular hours of work, in accordance with the following schedule. The hourly rate of pay shall be calculated as a percentage of the hourly rate of pay specified in the Collective Agreement, for the Heavy Equipment Operator II class of employment.

SCHEDULE

Upon appointment to entry level	85%
Upon appointment to intermediate level	92%

(d) At the discretion of the Employer, initial appointment of a regular or seasonal employee into the Heavy Equipment Operator training program may occur at the intermediate level proficiency rating.

(e) Subject to the Public Service Act and Regulations, and the pay restrictions noted above, Heavy Equipment Operator Trainees shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.

(f) Where a Heavy Equipment Operator Trainee fails to progress satisfactorily through the training program, or fails to attain a full working level proficiency rating upon completion of the training program, a recommendation may be made to terminate the Heavy Equipment Operator Trainee.

ARTICLE 46

COMPETITION APPEAL PROCESS

46.01 (a) Vacancies in the bargaining unit for a regular indeterminate or regular term position will be posted except for exemptions and lateral transfers within departments. Posters containing job title, classification and level, and salary along with a summary of duties and qualifications will be posted on bulletin boards in designated work locations agreed to by the parties. The vacancy will be filled by either open or restricted competition as determined by the Public Service Commission. The most meritorious candidates will be short-listed, interviewed and ranked against requirements for the position and merits of other candidates. From this group the Deputy Head or designate will recommend for appointment the most meritorious certified candidate.

Length of satisfactory service with the Employer will be considered in the determination of the successful candidate.

(b) There shall be no conflict of interest between members of the selection panel and applicants for the competition. At a minimum, the Chairperson of the selection panel must have taken and successfully completed the selection skills course conducted by the Public Service Commission.

(c) Any bargaining unit candidate who is unsuccessful on the competition and who believes that his/her qualifications were not properly assessed may appeal provided the appeal is brought forward by the Union.

(d) The appeal must be presented to the Director, Corporate Human Resource Services within five (5) working days of the date that the candidates were advised that the decision would be made, or when those who were not interviewed were advised they were unsuccessful.

(e) The appeal will proceed immediately to expedited arbitration. The arbitrator will be selected in rotation from a list of Yukon-based arbitrators acceptable to both the Union and the Employer. No appointment will be made from the competition which gave rise to the appeal until such time as the arbitrator's decision is rendered and complied with.

(f) The arbitrator will render his/her written reasoned decision within five (5) days of the end of the appeal period. The decision will be final and binding. A copy of the decision will be forwarded to the appellant, Union and the Employer.

(g) The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the Employer has properly conducted the competition to assess fairly the relative merits of the appellant vis-à-vis those of the successful candidate. If he/she determines that it was not, then the arbitrator may direct that any portion of or the entire competition be redone. Subject to Article 47.02, the arbitrator shall also have jurisdiction to determine whether the statement of qualifications utilized in the selection process was reasonable in relation to the nature of the position involved in the competition. The arbitrator will not have the authority to appoint any person to a position in the public service.

46.01 (h) The Employer will cover the cost of the salary/wages for the appellant. All other costs of presenting the appellant's case to the arbitrator will be borne by the Union. The Employer and the Union will share equally the cost of any arbitration hearing or other process including, but not limited to, the arbitrator's fees, the arbitrator's travel costs, and the cost of facilities associated with a hearing.

(i) When an appeal is commenced pursuant to Article 46.01 (c) or 46.03, the successful or proposed candidate shall have the right to attend, be represented at, and participate in, the appeal hearing without loss of regular pay.

46.02 This appeal process will not apply to any appointment of target-group members made under the auspices of the Employment Equity Program, nor to the appointment of employees requiring accommodation as directed by the Yukon Human Rights Commission in accordance with the Yukon Human Rights Act.

46.03 When the Public Service Commission proposes an appointment without competition and an employee feels his or her promotional opportunities have been prejudicially affected he or she may appeal provided the appeal is brought forward by the union to the Director, Corporate Human Resource Services. Such an appeal will be referred directly to expedited arbitration as described in this Article.

The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the Employer has properly conducted the competition to assess fairly the relative merits of the appellant vis-à-vis those of the proposed candidate. If he/she determines that it has not, then the arbitrator may direct the Employer to withdraw the proposed appointment without competition. Subject to Article 46.02, the arbitrator shall also have jurisdiction to determine whether the statement of qualifications utilized in the selection process was reasonable in relation to the nature of the position staffed.

46.04 When an appeal is commenced pursuant to Article 46.01 (b) or 46.03 above, the appellant may attend the appeal hearing without loss of regular pay. All other costs of presenting the appellant's case to the arbitrator will be borne by the Union.

46.05 The Employer and the Union will share equally the cost of any arbitration hearing or other process including, but not limited to, the arbitrator's fees, the arbitrator's travel costs, and the cost of facilities associated with a hearing.

46.06 The parties acknowledge that one of the principles of the Government of Yukon is employment equity. As a result, the parties recognize that an employee working for the Government of Yukon must be able to work and integrate him/herself within a cross-cultural environment. The parties agree that the need to work and integrate within a cross-cultural environment constitutes a reasonable qualification to the appointment of an employee to any position within the Government of Yukon. Positions that require this qualification will be identified on the poster or by reference on the poster to the Statement of Qualifications.

ARTICLE 47

PUBLIC SERVICE COMMISSION COURSES

47.01 (a) The Employer and the Alliance recognize that one of the means of improving the quality of the services provided by the Employer is to provide opportunities for employees to acquire knowledge and skills relevant to this end. In seeking to meet this objective, the Public Service Commission offers courses which are intended to assist all persons working for the Government of Yukon in maintaining and improving their skills which are needed in the performance of their work duties, and to enhance career opportunities within the Government for any such person. Employees are encouraged to apply to attend such courses.

(b) The parties agree that information concerning the courses offered by the Public Service Commission will be communicated to employees in the bargaining unit in the following ways:

(i) when the P.S.C. course calendar is prepared or updated, a list of the upcoming courses will be delivered to all employees;

(ii) the Quarterly will mention the upcoming P.S.C. courses;

(iii) the Employer will post the list of P.S.C. courses in the Quarterly on its bulletin boards; or electronic bulletin boards where readily available to employees; and

(iv) the Alliance will post the list of P.S.C. courses on its bulletin boards.

(c) Employees who attend such P.S.C. courses will be granted leave without loss of regular pay.

(d) Subject to bona fide operational requirements an employee's request to attend a Public Service Commission course shall not be unreasonably denied. If denied, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

ARTICLE 48

CAREER DEVELOPMENT

48.01 A regular employee may apply for leave to attend a career development activity for the purpose of maintaining and improving skills that are needed in the performance of the employee's work duties, and to enhance career opportunities within the Government.

In addition to the Public Service Commission Courses as set out in Article 47 of the collective agreement, career development activities shall include:

(a) a course given by the Employer;

(b) a course offered by a recognized academic institution;

(c) a seminar, convention, or workshop in a specialized field directly related to the employee's work.

48.02 Upon application by a regular employee, the Employer may, at its discretion grant leave to attend a career development activity. Where the Employer denies a regular employee's application to attend a career development activity, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

48.03 Regular employees on career development leave shall be reimbursed in accordance with the Employer's established policies and directives.

ARTICLE 49

TECHNOLOGICAL CHANGE

49.01 In this Article, "technological change" shall mean:

(a) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer; or

(b) a change in the manner in which the Employer carries on its work, undertaking or business that is related to the introduction of that equipment or material.

49.02 If the Employer introduces a technological change that will directly result in the termination of any regular indeterminate employee:

(a) The Employer will provide one hundred and twenty (120) days advance written notice of the technological change to the Alliance. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of regular indeterminate employees who will be terminated as a direct result of the technological change.

(b) The Employer will, upon the request of the Alliance, meet with the Alliance as soon as possible after providing the above notice in order to discuss the technological change. If requested in writing by the Alliance, the Employer will provide the Alliance with a written description of the technological change, the purpose of the technological change, and the name of the regular indeterminate employees, if known, who will be terminated as a direct result of the technological change.

49.02 (c) Whenever practical, a regular indeterminate employee whose job is eliminated by a technological change will be provided retraining as an alternative to termination when a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within thirty (30) calendar days.

ARTICLE 50

REGISTRATION OF REGISTERED NURSES *AND LICENSING FEES FOR LICENSED PRACTICAL NURSES*

50.01 (1) An employee appointed to a position designated by the Employer as requiring a registered nurse must be registered with the recognized Territorial or Provincial Registered Nurses' Association or other applicable entity. However, if there is such an Association or other applicable entity in the Yukon Territory, then the employee's registration must be with the Yukon Association or entity.

50.01 (2) Pending his/her registration pursuant to paragraph (1) above with the Yukon Territory Registered Nurses' Association or other applicable entity in the Yukon, an employee may be appointed to a position requiring a registered nurse provided that the employee is registered with another recognized Provincial or Territorial Registered Nurses' Association or other applicable entity. However, if the employee does not become registered with the Yukon Association or other applicable entity in the Yukon within the required time period established for such registration, the parties agree that the employee's employment with the Employer shall be terminated effective on the date the required time period expires.

(3) The Employer shall pay the annual registration fee, when it becomes due and payable, with the Yukon Territory Registered Nurses' Association or other applicable entity in the Yukon for an employee who is appointed to a position requiring a registered nurse.

If there is no Yukon Territory Registered Nurses' Association or other applicable entity established in the Yukon, then the Employer shall pay the annual registration fee, when it becomes due and payable, with one (1) recognized Provincial or Territorial Registered Nurses' Association or other applicable entity in which the employee is a registered member.

(4) **When it becomes due and payable, the Employer shall pay the annual territorial licensing fee to employees who are licensed practical nurses.**

ARTICLE 51

MILEAGE AND MEAL ALLOWANCES

51.01 **On April 1st of each year**, the Employer shall adjust the mileage, meal, **incidental, and private non-commercial accommodation allowances** it provides to the levels paid by the Federal Government as of that same date.

ARTICLE 52

RIGHT TO REFUSE TO CROSS A LEGAL PICKET LINE

52.01 (1) Subject to paragraph (2) below, an employee covered by the Collective Agreement may refuse to cross a legal picket line. Any employee who refuses to cross a legal picket line shall be considered to be absent without pay.

(2) The parties agree that the designated services pursuant to paragraph (3) below must be maintained by employees of the Yukon Government. No employee who has been designated pursuant to paragraph (3) below shall have the right to refuse to cross a picket line.

(3) The parties agree that the positions listed in the Essential Services Agreement signed by the parties on March 29, 1990 and any subsequent amendments shall be designated pursuant to paragraph (2) above. No employee filling such a designated position shall have the right to refuse to cross a picket line he/she encounters during his/her regularly scheduled shift or any overtime scheduled pursuant to Article 16.01. Such an employee shall be required to perform all the duties of his/her position.

52.01 (4) An employee who refuses to cross a legal picket line pursuant to paragraph (1) above shall not be subject to disciplinary action by the Employer for such refusal.

ARTICLE 53

AUXILIARY EMPLOYEES

53.01 **Performance Review**

(a) (1) A seasonal employee shall have his/her job performance evaluated at the following times:

(i) prior to the completion of his/her probationary period;
(ii) at the end of each season of employment; and
(iii) in advance of the employee's entitlement date to a performance salary increment under paragraphs (c)(1)(i) or (c)(2)(i) (by at least one hundred and twenty (120) regular hours of work).

(2) In regard to sub-paragraph (a)(1)(iii) above, the job performance evaluation shall be conducted by the seasonal employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised his/her work for at least nine hundred (900) regular hours of work of continuous employment in the same position prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the seasonal employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under his/her supervision.

(3) During the seasonal employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

(b) (1) An on-call employee shall have his/her job performance evaluated at the following times:

(i) prior to the completion of his/her probationary period;

(ii) in advance of the employee's entitlement date to a performance salary increment (by at least one hundred and twenty (120) regular hours of work or thirty (30) calendar days, whichever is applicable under paragraphs (c)(1) or (2) below); and

(iii) if not eligible for a performance salary increment under paragraph (c) below, after each eighteen hundred (1800) regular working hours of continuous employment or the expiry of twenty-four (24) months of continuous employment, whichever occurs the earliest.

53.01 (b) (2) During the on-call employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

(c) (1) Subject only to satisfactory conduct and performance, an auxiliary employee, whose rate of pay is in a salary range, shall receive a performance salary increment pursuant to sub-paragraph (3) below in the following circumstances, whichever occurs the earliest:

(i) after working eighteen hundred (1800) regular hours of work of continuous employment in the same position; or

(ii) in the case of on-call employees only, after the expiry of twenty-four (24) months of continuous employment from the appointment to his/her position; or

(iii) in the case of seasonal employees only, at the commencement of the employee's third consecutive season of continuous employment in the same position.

(2) Subject only to satisfactory conduct and performance, an auxiliary employee, whose rate of pay is in a salary range, shall be entitled to receive further performance salary increments pursuant to sub-paragraph (3) below in the following circumstances, whichever occurs the earliest:

(i) after working eighteen hundred (1800) regular hours of work of continuous employment in the same position since the date of entitlement of the previous performance salary increment; or

(ii) in the case of on-call employees only, after the expiry of twenty-four (24) months of continuous employment from the date of entitlement of the previous performance salary increment; or

(iii) in the case of seasonal employees only, at the commencement of the employee's third consecutive season of continuous employment in the same position from the date of the previous performance salary increment, including the season in which he/she received the previous performance salary increment provided the increment was not received within ten (10) weeks of the expiration date of the employee's seasonal work assignment.

(3) The rate of pay for an auxiliary employee who is entitled to receive a performance salary increment pursuant to sub-paragraph (1) or (2) above shall be increased by four percent (4%), subject to the following:

(i) where the application of the performance salary increment would exceed the maximum of the salary range for the position, the employee shall only receive the maximum rate of pay in the salary range;

53.01 (c) (3) (ii) where an employee is already receiving the maximum rate of pay in the salary range, he/she shall not be entitled to receive a performance salary increment.

(d) Where the Employer determines not to grant the performance salary increment to an auxiliary employee, the Employer shall notify the employee in person or by registered mail at least one hundred and twenty (120) regular hours of work or thirty (30) calendar days, whichever is applicable, in advance of the employee's entitlement date pursuant to sub-paragraph (c)(1) or (2) above. The notification will advise the auxiliary employee of the specific areas of his/her performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that his/her immediate supervisor will arrange a meeting with the employee, within five hundred (500) regular hours of continuous employment worked by the employee in the same position after the employee received the notification, in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.

(e) Where the Employer withholds a performance salary increment under paragraph (d) above, the Employer may grant the increment on any subsequent first day of a month up to six (6) months or one thousand (1000) regular working hours after the date of entitlement for which the performance salary increment had been withheld.

(f) When, as a result of a formal review of an auxiliary employee's job performance, a written document is placed on his/her personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the auxiliary employee shall receive a copy of his/her performance evaluation review.

(g) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to his/her assessment.

53.02 An auxiliary employee who is appointed to a position, or whose position is reclassified, having a maximum rate of pay which is the same or lower than the maximum rate of pay of his/her former position shall have his/her date of entitlement for a salary increment, pursuant to Article 53.01(c)(1) or (2), remain unchanged.

53.03 **Severance Pay**

(1) **Permanent Release - Inactivity**

An auxiliary employee who has worked 1950 regular hours of work of continuous employment and who is permanently released pursuant to Article 54.01(5) is entitled to be paid severance pay at the time of permanent release.

(2) In the case of an auxiliary employee who is permanently released pursuant to Article 54.01(5) for the first time, the amount of severance pay shall be eight (8) days pay for the first, and four (4) days pay for each succeeding, completed 1950 regular hours of work of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and twenty (120) days pay.

53.03 (3) In the case of an auxiliary employee who is permanently released pursuant to Article 54.01(5) for a second or subsequent time, the amount of severance pay shall be four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and sixteen (116) days pay.

(4) In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times an auxiliary employee is permanently released pursuant to Article 54.01(5).

(5) **Resignation:**

Subject to paragraph (6) below, an auxiliary employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which he/she was granted severance pay.

(6) **Retirement**:

On termination of employment, except for termination for just cause, an auxiliary employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay.

(7) **Rejection on Probation**:

On rejection on probation from a different position during his/her continuous employment than the one to which an auxiliary employee was initially appointed, when the auxiliary employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (116) days pay.

(8) Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of his/her retirement date shall receive full-time severance on retirement for that period.

53.04 **Vacation Entitlement**

(1) (a) All auxiliary employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.

(b) In the fourth (4th) year of continuous service from the date of his/her initial hire, an auxiliary employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.

(c) In the fifteenth (15^{th}) year of continuous service from the date of his/her initial hire, an auxiliary employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation leave credits.

53.04 (1) (d) In the twenty-sixth (26th) year of continuous service from the date of his/her initial hire, an auxiliary employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation leave credits.

(e) "Regular salary" shall mean the auxiliary employee's base pay paid to him/her by the Employer, exclusive of premium payments, overtime and any other allowances or payments.

(2) Auxiliary employees shall be provided their vacation pay entitlement on a biweekly basis in accordance with article 17.02.

(3) (a) As of April 1st of each year, an on-call employee shall be entitled to the following leave of absence without pay for vacation purposes to be taken during the fiscal year:

Years of Continuous Service as of April 1st	**Weeks of Leave of Absence**
In the first (1st) and subsequent years	four (4) weeks
In the fourth (4th) and subsequent years	five (5) weeks
In the fifteenth (15th) and subsequent years	six (6) weeks
In the twenty-sixth (26th) and subsequent years	seven (7) weeks

(b) Subject to the operational requirements of the Employer, an on-call employee shall be entitled to take the leave of absence under paragraph (a) above after providing at least thirty (30) days advance notice in writing to his/her Supervisor.

(c) The Employer shall not attempt to call the on-call employee to accept a work assignment during the period that the employee is on his/her leave of absence without pay for vacation purposes.

(4) **Long Service Vacation Leave Benefits**

(a) On the date an auxiliary employee completes the qualifying period of continuous service with the Yukon Government as set out in paragraph (b) below, he/she shall be entitled to receive an additional payment of vacation pay at the rate of two percent (2%) of the regular salary paid to the auxiliary employee by the Employer during the previous calendar year.

(b) **Qualifying Periods of Continuous Service**

An auxiliary employee shall be entitled to receive the additional payment of vacation pay as set out in paragraph (a) above after:

- completion of five (5) years of continuous service;
- completion of ten (10) years of continuous service;
- completion of fifteen (15) years of continuous service;
- completion of twenty (20) years of continuous service;
- completion of twenty-five (25) years of continuous service; and
- completion of thirty (30) years of continuous service

53.04 (5) On permanent release as defined in Article 54.01, an auxiliary employee or his/her Estate shall be paid for any vacation pay outstanding.

53.05 **Special Leave**

(1) The following provisions dealing with special leave entitlement shall be applicable only to seasonal employees.

(2) (a) Prior to completing five (5) years of continuous service with the Yukon Government, a seasonal employee shall be credited with four (4) days special leave credits upon the commencement of the employee's seasonal work assignment.

(b) The four (4) days special leave credits may only be used by the seasonal employee during the seasonal work assignment, and cannot be carried over from one season to another.

(c) The four (4) days special leave credits shall be available to be used by the seasonal employee only in the circumstances stipulated in Article 24.02.

(d) Article 24.04 shall be applicable to paragraph (c) above.

(3) (a) At the commencement of the seasonal employee's next seasonal work assignment after the completion of five (5) years of continuous service with the Yukon Government, the provisions of Article 24 shall be applicable, subject to paragraph (b) below.

(b) Article 24.01(1) of this Agreement shall be replaced with the following provision:

(i) A seasonal employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with special leave credits on a pro-rata basis equivalent to the number of regular hours required to be worked by the seasonal employee in his/her specific period of seasonal employment pursuant to Article 54.07(1)(b) as a proportion of the number of regular hours which would be expected to be performed by a regular full-time employee in the same classification, up to a maximum of thirty (30) days special leave credit.

(ii) If the pro-ration of the special leave credits in paragraph (i) above results in a fraction of an hour, the parties agree that any fraction of 0.5 or less shall be rounded downwards, while any fraction greater than 0.5 shall be rounded upwards.

53.06 **Sick Leave**

(1) The following provisions dealing with sick leave entitlement shall be applicable only 53.05to seasonal employees, with the exception of Article 53.06(2)(g) which shall also apply to on-call employees.

(2) (a) Prior to completing three (3) years of continuous service with the Yukon Government, a seasonal employee shall, upon the commencement of the employee's seasonal work assignment, be credited with sick leave credits pursuant to paragraph (b) below.

53.06 (2) (b) A seasonal employee shall be credited with the following sick leave credits based on the employee's specific period of seasonal employment (pursuant to Article 54.07(1)(b)):

Length of Seasonal Employment	Amount of Sick Leave Credits
More than three (3) months up to six (6) continuous months	three (3) days
More than six (6) months but less than ten (10) continuous months	six (6) days

(c) The sick leave credits may only be used by the employee during the seasonal work assignment, and cannot be carried over from one season to another.

(d) At the time of a seasonal employee's temporary release pursuant to Article 54.02, or commencement of off-duty status under Article 54.03, the employee shall be entitled to receive from the Employer a payment equal to one-half (½) of the number of days of the employee's unused sick leave credits.

(e) A seasonal employee who is unable to perform his/her duties because of illness, injury or quarantine may be granted sick leave with pay up to the maximum of the employee's unused sick leave credits.

(f) Articles 25.02(5) and (6), and 25.03 shall be applicable to paragraph (e) above. With regard to Article 25.02(5), the parties agree that the words "in the twelve (12) month period prior to the leave being applied for" shall be replaced with "in the twelve (12) month period prior to the date in the current season on which the leave is applied for".

(g) The Employer may require an auxiliary employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume his/her job when the reason for the absence was an injury or a contagious disease.

(3) (a) At the commencement of the seasonal employee's next seasonal work assignment after the completion of three (3) years of continuous service with the Yukon Government, the provisions of Article 25 shall be applicable, subject to paragraph (b) below.

(b) (i) The words "from one year to the next" in Article 25.01(3) shall be replaced with "from one season to the next".

(ii) The word "terminated" in Article 25.02(3) shall be replaced with "permanently released", as defined in Article 54.01.

(iii) The words ""in the twelve (12) month period prior to the leave being applied for" in Article 25.02(5) shall be replaced with "in the twelve (12) month period prior to the date in the current season on which the leave is applied for."

(iv) The words "in excess of five (5) years" in Article 25.04(2) shall be replaced with "in excess of eight (8) years".

53.06 (3) (b) (v) The words "terminated", "termination" and "terminates" in Articles 25.04(2) and (4) shall be replaced with "permanently released", "his/her permanent release" and "permanently releases" respectively, as defined in Article 54.01.

53.07 **Yukon Bonus**

(1) Effective January 1, 1995, articles 53.07(1)- 53.07(2) shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government

(2) There shall be a Yukon Bonus travel benefit of **$2,242** from which income tax may or may not be deducted, at the employee's option.

(3) Subject to subsection (6), an auxiliary employee who has worked 1,950 regular hours of work of continuous service with the Yukon government shall be entitled to a Yukon Bonus, which must be claimed by the employee pursuant to subsection (8).

(4) An auxiliary employee who is appointed on or after January 1, 1995, must complete an initial qualifying period of 3,900 regular hours of work of continuous service with the Yukon government before being eligible to claim their first Yukon Bonus. Claims for subsequent Yukon bonuses may be made in accordance with subsection (7).

(5) (Intentionally left blank)

(6) For each completed 1,950 regular hours of continuous service subsequent to their initial qualifying period of service, an auxiliary employee is entitled to a Yukon Bonus which must be claimed in accordance with subsection (8).

(7) The employer shall advise the auxiliary employee in writing after the employee has completed each eligibility period of continuous service. The auxiliary employee must claim the Yukon Bonus within a 12 month period from the date upon which the employee was so advised. An auxiliary employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within this time period shall lose their entitlement to the Bonus.

Effective January 1, 2008

(8) There shall be an automatic Yukon Bonus travel benefit of **$2,242** from which income tax may or may not be deducted, at the auxiliary employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.

(9) An auxiliary employee who is appointed on or after January 1, 1995, must complete an initial qualifying period of 3,900 regular hours of work of continuous service with the Yukon government before being eligible to be paid his/her first Yukon Bonus.

(10) For each completed 1,950 regular hours of continuous service subsequent to his/her initial qualifying period of service, an auxiliary employee is entitled to a Yukon Bonus.

53.08 **Cash Gratuity**

Regardless of any other benefits payable, if an auxiliary employee dies, there shall be paid to his/her spouse or to such other person as the Commissioner determines, an amount equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of one hundred and twenty (120) days pay, less any period in respect of which he/she was granted severance pay.

53.09 **Travel Bonus for Seasonal Employees Outside of Whitehorse**

(1) (a) All seasonal employees, whose headquarters area is outside the City of Whitehorse, shall be entitled to earn, pursuant to paragraph (b) below, the following Travel Bonus Credits:

Employees' Headquarters Area	Travel Bonus Credits
Carcross and Tagish Teslin Carmacks Haines Junction	One and one-half (1½) days
All Others	Two (2) days

(b) A seasonal employee shall be entitled to receive the applicable Travel Bonus Credits set out in paragraph (a) above after each completed five hundred (500) regular hours of work during the particular seasonal work assignment, to a maximum of two (2) entitlements to such Credits per season.

(c) Subject to operational requirements, a seasonal employee shall be granted his/her earned Travel Bonus Credits by completing the appropriate Leave Request Form.

(d) Travel Bonus Credits shall not be carried over from one season to another. Any earned but unused Travel Bonus Credits at the end of the season shall be paid to the employee by the Employer.

(2) (a) A seasonal employee, whose headquarters area is outside of the City of Whitehorse, shall be entitled to submit a claim once per season, after having completed five hundred (500) regular hours of work during the particular seasonal work assignment, to recover the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.

(b) "Current" means the mileage rate in effect on the date the seasonal employee submits his/her claim, and the "round-trip" shall be based on the official road mileage distance from the seasonal employee's community to Whitehorse and return.

(c) A seasonal employee resident in Old Crow shall be entitled to submit a claim once per season, provided the employee is eligible under paragraph (a) above, equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, his/her spouse and one child.

53.10 **Injury On-Duty Leave**

An auxiliary-on-call employee shall be entitled to injury on-duty leave pursuant to Article 26.02 of the collective agreement, subject to the following conditions:

i) the quantum of leave to which the auxiliary on call employee is entitled shall be based on and equal to the number of hours worked by the employee in the one-month period immediately preceding the injury;

ii) should the auxiliary-on-call employee's Worker's compensation claim not be accepted, any pay received for such leave shall be considered a pay advance and shall be recovered by the Employer from any future monies owed the employee;

iii) the provisions of Article 26.02 (2) & (3) shall not apply.

ARTICLE 54

RELEASE OF AUXILIARY EMPLOYEES

54.01 **Permanent Release**

Subject to the provisions of this Agreement and the adjudication provisions of the Public Service Act, as may be amended from time-to-time, an auxiliary employee shall be considered to have been permanently released from his/her employment with the Employer in the event that:

(1) he/she is rejected while on probation;

(2) he/she is terminated for just cause;

(3) he/she voluntarily terminates or resigns from his/her employment;

(4) he/she is declared to have abandoned his/her position under Section 116 of the Public Service Act, as may be amended from time-to-time; or

(5) he/she has not actively worked for the Employer in his/her auxiliary position for a period of twelve (12) months.

54.02 **Temporary Release of a Seasonal Employee**

A seasonal employee shall be considered to have been temporarily released from his/her employment with the Employer in the event that his/her seasonal work assignment is terminated by the Employer because of:

(i) a shortage of work;
(ii) insufficient appropriated funds;
(iii) the abolition of a position; or
(iv) changes in the organization of the department.

54.03 **Off-Duty Status**

A seasonal employee shall be considered to be on off-duty status when he/she completes the seasonal work assignment for which he/she was employed.

54.04 **Preference for Recall**

(1) Article 54.04 shall only apply to seasonal employees who have been temporarily released pursuant to Article 54.02 or who are on off-duty status under Article 54.03.

(2) (a) "Preference for recall" shall be defined as meaning the recall of a seasonal employee to the same position in the same department and branch in the same location or community from which the employee was temporarily released, or from which his/her off-duty status commenced.

(b) Notwithstanding sub-paragraph (a) above, mobile camp seasonal employees will be given preference for recall to the same auxiliary position in the same department and branch.

(3) Subject to paragraph (4) below, a seasonal employee shall be entitled to preference for recall for a period of twelve (12) months from the date on which he/she was temporarily released, or went on off-duty status.

(4) (a) Prior to his/her temporary release or commencement of off-duty status, a seasonal employee shall be advised of the date by which he/she must notify the designated position within his/her Department, in writing, of his/her availability to return to work pursuant to the above preference for recall provisions. If the employee does not provide such written notice by the date required, the employee will be deemed to have waived his/her preference for recall, and will be considered as having voluntarily terminated his/her employment pursuant to Article 54.01, unless the employee has a reasonable excuse which shall be communicated to the Employer within fourteen (14) calendar days from the date that the written notice was required.

(b) A seasonal employee who has complied with the notice requirement under sub-paragraph (a) above will be sent a notice of recall by the Employer by personal delivery or registered mail to the last known address of the employee, if work under the preference for recall provisions is available. The Employer's notice will specify the time and place that the employee is to report for work.

(c) It is the responsibility of the seasonal employee to ensure that the Employer is at all relevant times aware of the employee's current address.

(d) A seasonal employee who does not report to work at the time and place specified in the Employer's notice under sub-paragraph (b) above shall be deemed to have waived his/her preference for recall, and will be considered as having voluntarily terminated his/her employment pursuant to Article 54.01, unless the employee has a reasonable excuse which shall be communicated to the Employer, in advance whenever possible.

54.05 **Access to In-Service Competitions**

A seasonal employee shall be entitled for a period of twelve (12) months from the date of his/her temporary release or the date he/she went on off-duty status to enter any in-service competition for which he/she would have been eligible had he/she not been temporarily released or on off-duty status.

54.06 **Additional Payment**

A seasonal employee who is actively employed by the Employer in the same position during the same seasonal work assignment for a continuous period of time in excess of ten (10) consecutive months shall be provided with an additional payment of three (3) months salary and vacation pay at the applicable rate set out in Article 53.04.

If applicable, a seasonal part-time employee shall be provided with the additional payment on a pro-rata basis equivalent to the average number of regular hours worked per month by the part-time employee during the ten (10) consecutive month period as a proportion of the number of regular hours which would be required to be performed per month by a full-time employee in the same classification.

54.07 **Notice of Temporary Release**

(1) The Employer's offer of employment to a seasonal auxiliary employee shall specify:

(a) the time and place that the employee is to report for work;

(b) the specific period of employment; and

(c) the notice period to be given to the seasonal employee by the Employer, pursuant to paragraph (2) below, should the employee be temporarily released pursuant to Article 54.02 prior to the end of the specific period of employment.

(2) The notice period to be given to a seasonal employee pursuant to paragraph (1)(c) above shall be:

(a) for a seasonal employee whose period of employment is specified for more than three (3) months but less than six (6) months - two (2) weeks notice in writing or two (2) weeks salary and vacation pay at the applicable rate set out in Article 53.04; or

(b) for a seasonal employee whose period of employment is specified for six (6) months or more, but less than ten (10) months - four (4) weeks notice in writing or four (4) weeks salary and vacation pay at the applicable rate set out in Article 53.04.

(3) Notwithstanding paragraph (2) above, any written notice or pay in lieu of notice given to a seasonal employee shall not include any period which is beyond the employee's specified date of employment.

(4) (a) The specific period of employment described in paragraph (1)(b) above may be extended once by mutual agreement between the seasonal employee and the Employer for a further period of up to two (2) weeks. With regard to the agreed-upon extension period, the employee shall be entitled to receive his/her salary and vacation pay at the applicable rate set out in Article 54.04.

54.07 (4) (b) Should the Employer wish to further extend the seasonal employee's period of employment after the completion of the first extension period set out in paragraph (4)(a) above, then the applicable notice period set out in paragraph (2) above, as calculated based on the length of the employee's seasonal employment including any extension periods, shall apply if the employee is temporarily released pursuant to Article 54.02 prior to the end of the extended period of employment. However, any written notice or pay in lieu of notice given to a seasonal employee shall not include any period which is beyond the completion date of the extended period of employment.

ARTICLE 55

PREMIUM PAYMENT TO ON-CALL EMPLOYEES

55.01 (1) An on-call employee shall be paid one dollar and fifty cents ($1.50) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to seasonal employees.

(2) On-call employees shall be provided their outstanding health and welfare premium under paragraph (1) above at the following times:

(a) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the premium on the second scheduled pay day after March 31 and September 30 respectively.)

(b) At the time of permanent release under Article 54.01.

ARTICLE 56

CHANGE IN EMPLOYMENT STATUS

56.01 (1) In the event that an auxiliary employee is appointed to a regular position in the bargaining unit without any break in his/her continuous employment with the Employer, then the employee shall be entitled to be credited with:

(a) his/her length of continuous employment with the Employer as an auxiliary employee; and

(b) any applicable accrued, unused and unpaid credits which he/she may have earned as an auxiliary employee.

(2) In the event that a regular employee is appointed to an auxiliary position in the bargaining unit without any break in his/her continuous employment with the Employer, then the employee shall be entitled to be credited with:

(a) his/her length of continuous employment with the Employer as a regular employee; and

(b) any applicable accrued, unused and unpaid credits which he/she may have earned as a regular employee.

56.01 (2) (c) **Notwithstanding (b) above, an employee who changes from regular to auxiliary status shall have any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the employee's regular employment paid out to the employee at the employee's hourly rate of pay prior to making the change in employment status.**

ARTICLE 57

RE-OPENER OF AGREEMENT

57.01 This Agreement may be amended by mutual written consent.

ARTICLE 58

DURATION AND RENEWAL

58.01 This collective agreement will be renewed for the term **January 1, 2010 to December 31, 2012.** The date of ratification by the parties is **May 17, 2010.**

Members of the Bargaining Teams:

Yukon Government	**PSAC Bargaining Team**
Megan Slobodin	Laurie Butterworth
Anne Kinsey-Jansen	Loralee Kesler
Janis Gutta	Steve Geick
Diane Stewart	Jack Bourassa
Robert Magnuson	Anthony Thomas
	Kathryn Burns
	Julie Docherty
	Nancy Debreceni

HOURS OF WORK

APPENDIX "A"

Employees, as designated below, work **Monday to Friday,** eight (8) consecutive hours per day and forty (40) hours per week, exclusive of a paid meal period:

Airport Supervisor
Auto**motive** Mechanic
Auto**motive** Mechanic Fore**person**
Building Maintenance Worker
Building Operator
Carpenter
Crew Foreman
Custodial/Assistant Supervisor
Custodial Building Operator
Custodial Engineer
Custodial Supervisor
Custodial Worker
Custodial Worker/Escort
Domestic Aide
Electrician
Equipment Maintenance Planner
Foreperson, Building Engineers
Grounds Foreperson - Grounds
Grounds Maintenance Worker
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreman
Heavy Equipment Operator
Highway Maintenance Leadhand
Historic Sites Labourer
Industrial Mechanic
Labourer
Machinist
Maintenance Person
Oil Burner Mechanic
Outdoor Power Equipment Technician
Painter
Park Attendant
Park Facility Builder
Park Signmaker
Parts Inventory Controller
Parts Person
Plumber
Regional Airport Supervisor
Road Foreman
Rodperson/Chainperson
Senior Custodial Building Operator

Appendix "A"

Senior Custodial Worker
Sign Painter's Assistant
Sign Shop Supervisor
Technical Specialist (Carpentry)
Technical Specialist (Electrical)
Technical Specialist (Mechanical)
Tire Specialist/Warehouse Person **(expires April 15, 2011)**
Tool Crib Attendant
Trades Foreperson, Carpentry/Painting
Trades Foreperson, Electrical
Trades Foreperson, Mechanical
Welder
Winter Grounds Maintenance Worker
Workshop Foreman

APPENDIX "B"

Employees, as designated below, work **Monday to Friday**, eight (8) consecutive hours per day and forty (40) hours per week, inclusive of a paid meal period:

Building Engineer
Cook (Youth Services Centre or McDonald Lodge)
Cook II/Supervisor
Corrections Nurse
Engineer 4th Class
Psychiatric Nurse, Whitehorse Correctional Centre

APPENDIX "C"

Employees, as designated below, work **Monday to Friday**, eight (8) hours per day and forty (40) hours per week inclusive of a paid meal period:

(Note - There are presently no employees designated under Appendix "C".)

APPENDIX "D"

Employees, as designated below, work **Monday to Sunday**, eight (8) hours per day and forty (40) hours per week exclusive of a paid meal period:

Park Attendant

APPENDIX "E"

Employees, as designated below, work **Monday to Sunday**, seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week exclusive of a paid meal period:

Archives Reference Assistant
Assistant Liquor Store Manager
Circulation Supervisor
Community Operations Technician
Coordinator Reference Services
Interviewer (ECO)
Librarian
Library Page
Library Assistant
Liquor Store Cashier
Liquor Store Clerk
Liquor Store Manager
Native Programs Coordinator
Project Supervisor (ECO)
Recreation Therapist
Therapy Assistant

APPENDIX "F"

Employees, as designated below, work Monday to Sunday, eight (8) consecutive hours per day and forty (40) hours per week inclusive of a paid meal period:

Cook I
Cook II
Cook (Residence)
Ferry Workers
Residence Supervisor

APPENDIX "G"
MEMORANDUM OF UNDERSTANDING TO THE

2000-2002 PSAC Collective Agreement

between

The Government of Yukon

And

The Public Service Alliance of Canada

Whereas the Northern Affairs Program of the Department of Indian and Northern Affairs, Government of Canada, is scheduled to transfer to the Government of Yukon with an Effective Date of April 1, 2003;

And whereas an agreement has been entered into between the Government of Canada and the Government of Yukon known as the Devolution Transfer Agreement (DTA);

And whereas there are a number of matters agreed to in the DTA that require the agreement of the Public Service Alliance of Canada; then,

For Northern Affairs Program devolving employees who accept positions in the Public Service Alliance of Canada bargaining unit, and pursuant to Article 59 of the Collective Agreement, the parties agree as follows:

1) Northern Affairs Program (NAP) Indeterminate Employees (including NAP Seasonal Indeterminates)

(a) Sick Leave

As of April 1, 2003, entitlement to transfer sick leave benefits shall be determined pursuant to Article 25.05 (2)(b) of the Collective Agreement. The maximum number of sick leave credits which may be transferred is sixty-five (65) and such credits will not be decremented (depleted) against Government of Yukon accrued (earned) sick leave.

The following sections of the DTA shall apply:

3.34 As of the effective date, the YTG shall credit an Appointed NAP Indeterminate Employee with sick leave in accordance with the provisions of the YTG Collective Agreement.

3.34.1 Article 25.05 (5)(a) of the YTG Collective Agreement shall not apply to the sick leave referred to in 3.34.

3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.

(b) **Severance**

For continuous service purposes, the following section of the DTA shall apply:

3.29 As of the Effective Date, the entitlement of an Appointed NAP Indeterminate Employee to receive severance pay and the amount of any such severance pay shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal employment and continuous employment with the YTG after the Effective Date.

As of April 1, 2003, entitlement to receive severance pay and the amount of any such severance pay shall be determined pursuant to Article 19 of the Collective Agreement. However, notwithstanding Article 19, the following section of the DTA shall apply:

3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.

Section 3.33 of the DTA shall also apply, but is not applicable to continuous service earned subsequent to April 1, 2003 with the Government of Yukon.

3.33 As of the Effective Date, where an Appointed NAP Indeterminate Employee ceases to be employed by reason of termination for cause for reasons of incapacity or incompetence, but not for breach of discipline or misconduct, that employee shall be entitled to receive severance pay in an amount no less than an amount equivalent to the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that Employee.

(c) **Cash Gratuity**

For continuous service purposes, the following section of the DTA shall apply:

3.30 As of the Effective Date, if an Appointed NAP Indeterminate Employee dies, the YTG shall pay to the appropriate person a cash gratuity in an amount determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal employment and continuous employment with the YTG after the Effective Date.

As of April 1, 2003, entitlement to a cash gratuity and the amount of any such cash gratuity shall be determined pursuant to Article 40 of the Collective Agreement. However, notwithstanding Article 40, the following section of the DTA shall also apply:

3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.

(d) **Vacation Leave**

For continuous service purposes, the following section of the DTA shall apply as amended:

3.22 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate Employee to vacation Leave shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.

As of April 1, 2003, entitlement to vacation leave shall be determined pursuant to Article 23 of the Collective Agreement. However, notwithstanding Article 23, the following sections of the DTA shall apply:

3.26 On the Effective Date, the YTG shall advance one (1) year's worth of vacation leave entitlement, calculated in accordance to 3.22, to an Appointed NAP Indeterminate Employee.

3.27 The YTG shall credit an Appointed NAP Indeterminate Employee with vacation leave in an amount equal to an employee's earned and unused federal vacation leave credits immediately prior to the Effective Date, or the amount of vacation leave advanced pursuant to 3.26.

As of April 1, 2003, vacation leave accrual rate shall be determined pursuant to Article 23.02 (1)(a). However, notwithstanding Article 23.02 (1)(a), the following section of the DTA shall apply as amended:

3.22.1 Notwithstanding 3.22, the vacation leave accrual rate for an Appointed NAP Indeterminate Employee shall be no less than the accrual rate to which that employee would be entitled immediately prior to the Effective Date if that accrual rate were determined by combining:

(a) the federal service of that employee that is relevant for that purpose prior to the Effective Date; and

(b) that employee's continuous service with the YTG after the Effective Date.

Seasonal Indeterminate – NAP employees, will receive vacation entitlement as per Article 23 of the collective agreement.

(e) **Long Service Vacation Leave**

For continuous service purposes, the following section of the DTA shall apply as amended:

3.23 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate or Seasonal Indeterminate Employee, to long service vacation leave shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.

As of April 1, 2003, Long Service Vacation leave benefits shall be determined pursuant to Article 23.02 (3), However, notwithstanding Article 23.02 (3), the following section of the DTA shall apply as amended:

3.24 An Appointed NAP Indeterminate Employee and who has completed five (5) years or more of continuous federal service shall be entitled, on the Effective Date, to five (5) days of long service vacation leave in the period prior to the next qualifying period.

(f) Pay Administration

The following section of the DTA shall apply:

3.41 Where an Appointed NAP Indeterminate Employee's salary on the Effective Date exceeds the maximum amount of the salary range of the YTG position to which that employee is first appointed, that employee's salary shall remain the same until it is no longer above the maximum amount of the YTG salary range for that position or until the employee voluntarily leaves that position

The following provision shall apply as amended:

An appointed NAP Indeterminate employee shall retain their Federal anniversary date for purposes of Pay Administration.

3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.

(g) Seasonal Tenure

The following sections of the DTA shall apply:

3.4.2 The YTG shall offer to each NAP Indeterminate Employee:

(e) having seasonal employment status, employment with the YTG as a seasonal auxiliary employee with employment tenure equivalent to that of a YTG regular employee under the Public Service Act (Yukon), and, for greater certainty, following the Effective Date,

(i) that employee will not be considered to have been permanently released from his or her employment with the YTG by reason only that he or she has not actively worked in his or her auxiliary position for a period of twelve months, or such other period as provided from time to time for this purpose in the YTG Collective Agreement, and

(ii) priority over that employee in the order of layoff will not be given to any regular employee working in the same group, at the same level, performing similar functions and requiring similar qualifications by reason only that such an employee is a regular employee.

Article 55.01(5) of the Collective Agreement shall not apply.

Appendix "G" continued

(h) Articles 41 & 42 of the Collective Agreement Apply to all Devolving NAP employees.

3) Hours of Work

Fire Management Averaging Hours Arrangement
Pursuant to Article 15.07

Effective April 1, 2003 and pursuant to Article 15.07 "Averaging Hours Arrangements", the following provisions will apply:

A. (i) Hours of work for regular and seasonal positions primarily involved in field fire suppression activities in the Department of Community Services may be scheduled so that, over a period of fourteen (14) consecutive calendar days, the employees shall work an average of eight (8) hours per day, exclusive of a meal period, Monday through Sunday.

(ii) The duration of the averaging hours arrangement will be for the period from April 1st to August 31st.

(iii) The schedule will identify at least four (4) days of rest in each two-week period, in intervals of not less than two (2) consecutive days.

(iv) From September 1st through March 31st inclusive, employees shall work eight hours per day, exclusive of a meal period, Monday to Friday.

(v) For clarity, field fire suppression positions are: Crew Member, Crew Leader, Mixmaster, Storesperson-Zone, and Lookout.

(vi) The positions noted in (v) above shall be included under Appendix "A" of the Collective Agreement.

B. (i) Hours of work for regular and seasonal overhead and administrative fire management positions in the Department of Community Services may be scheduled so that, over a period of fourteen (14) consecutive calendar days between April 1st and August 31st inclusive, the employees shall work an average of seven and one-half (7.5) hours per day, exclusive of a meal period, Monday through Sunday.

(ii) The schedule will identify at least four days of rest in each two-week period, in intervals of not less than two (2) consecutive days.

(iii) From September 1st through March 31st inclusive, employees shall work seven and one-half (7.5) hours per day, exclusive of a meal period, Monday to Friday.

(iv) For clarity, overhead and administrative fire management positions are: Zone Protection Manager, Area Protection Officer, Air Operations Supervisor, Air Attack Officer, Storesperson-Region, Training Coordinator, Warehouse Supervisor, Logistics Coordinator, Zone Fire Clerk, Wildfire Operations Supervisor, Prevention Coordinator, Communications Officer, Duty Room Supervisor, Duty Room Clerk and Planning and Science Supervisor.

Appendix "G" continued

C. (i) Changing the work schedule from the averaging to the 5/2 or from the 5/2 to the averaging will be subject to Article 15.03 "normal work schedule" that is seven (7) days notice will be given or overtime will be paid on the first day or shift worked on the new schedule.

(ii) Hours of work scheduled during low alert periods will be on a 5 on 2 off basis between 0800 to 1900 hours.

(iii) Notwithstanding C (i). seventy-two (72) hours notice will be given to cover emergent operational needs during higher alert periods if the averaging schedule is varied. That is 72 hours notice will be given or overtime will be paid on the first day or shift worked on the new schedule.

D. Overtime provisions are in accordance with Article 15.07 (13).

E. This memorandum of agreement in regard to devolving NAP employees on Hours of Work in the specified positions will give force to the new Article 15.07 (signed off, November 28, 2002) of the PSAC – YTG Collective Agreement effective April 1, 2003.

4) Classification Redress Procedure

a) A devolved NAP Indeterminate Employee will have the right to appeal the classification level in their job offer except where their job description is revised through the review process with the incumbent and subsequent appeal rights given, as per the Premier's commitment of February 10, 2003. Put another way, if after the review process the employee's job description does not change, he/she will have the right to appeal the classification level.
b) The effective date of any classification arising from the noted process is April 1, 2003.
c) Classification appeals arising from this process will be given priority.
d) The costs of the adjudicator arising from appealing an unchanged job description as per (a) above will be cost shared equally between the parties.

5) "Grandfathering" of Devolving Seasonal Indeterminates

All Devolving NAP Seasonal Indeterminates will have their names and anniversary dates placed in a letter of understanding. When any Seasonal Indeterminate leaves the employ of the Yukon Government, his/her name will be removed from the letter of understanding. The "Seasonal Indeterminate" letter of understanding will cease to exist when the last Devolving NAP employee, as of April 1, 2003, leaves the employ of the Yukon Government.

The parties agree that this Memorandum of Understanding will take effect on the date of signing and continue to be in effect until the applicable provisions of this memorandum are incorporated into the collective agreement between the Government of Yukon and the Public Service Alliance of Canada that takes effect January 1, 2003.

Summary of the Memorandum of Agreement for NAP Indeterminate Employees

1. Sick Leave

- Continuous service will be based on combined Federal and GY service.
- Regardless of length of continuous service, employee will be able to transfer up to 65 sick days to Government Yukon.
- Sick credits will not be decremented against accrued sick leave with Government Yukon.
- Sick leave will be determined pursuant to Article 25.

Appendix "G" continued

2. **Severance**

- Continuous service will be based on combined Federal and GY service.
- The amount of severance pay will not be less than the amount of severance pay than would have been payable by the Federal government on March 31, 2003.
- There is an additional entitlement to severance for "non-culpable" cause in the Federal government. There is no such entitlement in GY. If an employee is released for "non-culpable" cause with GY the employee will be entitled to severance, but only in the amount that would have been paid by the Federal Government on March 31, 2003. It is not applicable to continuous service earned with the Yukon Government.

3. **Cash Gratuity**

- Continuous service will be based on combined Federal and Government Yukon service.
- The amount of the cash gratuity will not be less than the amount of cash gratuity than would have been payable by the Federal government on March 31, 2003.

4. **Vacation Pay**

- Continuous service will be based on combined Federal and GY service.
- Vacation leave will be determined pursuant to Article 23 of the Collective Agreement.
- The accrual rate will not be less than the accrual rate with the Federal Government.
- On April 1 Government Yukon will advance one year's worth of vacation leave, which will not be less than what the employee would have been advanced with the Federal Government.

5. **Long Service Vacation Leave**

- Continuous service will be based on combined Federal and Government Yukon service.
- Long Service Vacation leave will be determined pursuant to Article 23.02 (3).
- For the initial benefit, on the first day with Government Yukon, an employee who has completed 5 or more years of continuous service will be entitled to 5 days of long service vacation leave.

6. **Pay Administration**

- If the employee's Federal salary exceeds the maximum of the Government Yukon salary range, the employee will be red-circled. The employee's salary will remain the same until, as the result of negotiated economic salary adjustments to the salary range, the salary is no longer above the maximum of the range.

Appendix "H"

Hourly Rated Employees:

Automotive Mechanic
Automotive Mechanic Fore**person**
Building Engineer
Building Maintenance Worker
Building Operator
Carpenter
Crew Foreman
Custodial/Assistant Supervisor
Custodial Building Operator
Custodial Engineer
Custodial Labourer
Custodial Supervisor
Custodial Worker
Custodial Worker/Escort
Electrician
Equipment Maintenance Planner
Fee Collector
Ferry Worker
Foreperson, Building Engineers
Grounds Foreperson – Grounds
Groundskeeper
Grounds Maintenance Worker Craftsperson
Heating System Technician
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreman
Heavy Equipment Operator
Highway Maintenance Leadhand
Historic Sites Labourer
Industrial Mechanic
Labourer
Machinist
Maintenance Person
Night Custodial/Assistant Supervisor
Oil Burner Mechanic
Outdoor Power Equipment Technician
Painter
Park Attendant
Park Development Person
Park Facility Builder
Park Maintenance Person
Park Shop Labourer
Park Signmaker
Parts Inventory Controller
Parts Person
Plumber
Restoration Carpenter
Restoration Craftsperson

Road Foreman
Rodperson/Chainperson
Ross River Ferry Worker
Senior Custodial Building Operator
Senior Custodial Worker
Sign Painter's Assistant
Sign Shop Supervisor
Technical Specialist (Carpentry)
Technical Specialist (Electrical)
Technical Specialist (Mechanical)
Tire Specialist/Warehouseperson (expires April 15, 2011)
Tool Crib Attendant
Trades Foreperson, Carpentry/Painting
Trades Foreperson, Electrical
Trades Foreperson, Mechanical
Transportation Foreman
Warehouse Supervisor
Welder
Workshop Foreman

APPLICATION OF RATES

JOURNEYMAN:

Only those employees occupying positions allocated to the above classes of employment who possess a current valid Journeyman Certificate related to their work assignment shall receive the Journeyman hourly rate of pay applicable to their class of employment.

An employee occupying a position allocated to the class of Spray Painter shall receive the appropriate Journeyman hourly rate of pay, provided the employee possesses a current valid Journeyman Painter's Certificate.

An employee occupying a position allocated to the class of Sign Painter shall receive the appropriate Journeyman hourly rate of pay.

TRADESMAN:

All employees occupying positions allocated to the above classes of employment who do not possess a current valid Journeyman Certificate related to their work assignment shall receive the Tradesman hourly rate of pay applicable to their class of employment.

Master Pay Grid (Excludes Trades, Education Consultants, & Language Translators)											
2.0% Increase to Salaries and Grid											
Effective January 1, 2010											
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	42 Hrs Min	42 Hrs Max	Hourly Rated 2080 Hrs/Year
1	39,718	45,450	1,522.46	1,742.18	20.30	23.23	19.03	21.78	18.12	20.74	21.85
2	40,692	46,592	1,559.80	1,785.96	20.80	23.81	19.50	22.32	18.57	21.26	22.40
3	41,666	47,733	1,597.13	1,829.69	21.30	24.40	19.96	22.87	19.01	21.78	22.95
4	42,885	49,157	1,643.86	1,884.28	21.92	25.12	20.55	23.55	19.57	22.43	23.63
5	44,105	50,582	1,690.62	1,938.90	22.54	25.85	21.13	24.24	20.13	23.08	24.32
6	45,443	52,154	1,741.91	1,999.16	23.23	26.66	21.77	24.99	20.74	23.80	25.07
7	46,906	53,864	1,797.99	2,064.70	23.97	27.53	22.47	25.81	21.40	24.58	25.90
8	48,612	55,860	1,863.39	2,141.21	24.85	28.55	23.29	26.77	22.18	25.49	26.86
9	50,443	57,995	1,933.57	2,223.05	25.78	29.64	24.17	27.79	23.02	26.46	27.88
10	52,510	60,421	2,012.80	2,316.05	26.84	30.88	25.16	28.95	23.96	27.57	29.05
11	54,708	62,989	2,097.06	2,414.48	27.96	32.19	26.21	30.18	24.97	28.74	30.28
12	57,143	65,841	2,190.39	2,523.80	29.21	33.65	27.38	31.55	26.08	30.05	31.65
13	59,824	68,971	2,293.16	2,643.78	30.58	35.25	28.66	33.05	27.30	31.47	33.16
14	62,746	72,397	2,405.17	2,775.11	32.07	37.00	30.06	34.69	28.63	33.04	34.81
15	66,042	76,246	2,531.51	2,922.65	33.75	38.97	31.64	36.53	30.14	34.79	36.66
16	69,575	80,381	2,666.93	3,081.15	35.56	41.08	33.34	38.51	31.75	36.68	38.64
17	73,477	84,944	2,816.51	3,256.06	37.55	43.41	35.21	40.70	33.53	38.76	40.84
18	77,743	89,931	2,980.03	3,447.22	39.73	45.96	37.25	43.09	35.48	41.04	43.24
19	82,494	95,494	3,162.14	3,660.46	42.16	48.81	39.53	45.76	37.64	43.58	45.91
20	87,734	101,625	3,363.00	3,895.47	44.84	51.94	42.04	48.69	40.04	46.37	48.86
21	93,462	108,324	3,582.57	4,152.25	47.77	55.36	44.78	51.90	42.65	49.43	52.08
22	99,800	115,738	3,825.51	4,436.45	51.01	59.15	47.82	55.46	45.54	52.81	55.64

Master Pay Grid (Excludes Trades, Education Consultants, & Language Translators) 2.25% Increase to Salaries and Grid Effective January 1, 2011											
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	42 Hrs Min	42 Hrs Max	Hourly Rated 2080 Hrs/Year
1	40,612	46,473	1,556.73	1,781.39	20.76	23.75	19.46	22.27	18.53	21.21	22.34
2	41,608	47,640	1,594.91	1,826.13	21.27	24.35	19.94	22.83	18.99	21.74	22.90
3	42,603	48,807	1,633.05	1,870.86	21.77	24.94	20.41	23.39	19.44	22.27	23.46
4	43,850	50,263	1,680.85	1,926.67	22.41	25.69	21.01	24.08	20.01	22.94	24.16
5	45,097	51,720	1,728.65	1,982.52	23.05	26.43	21.61	24.78	20.58	23.60	24.87
6	46,465	53,327	1,781.09	2,044.12	23.75	27.25	22.26	25.55	21.20	24.33	25.64
7	47,961	55,076	1,838.43	2,111.16	24.51	28.15	22.98	26.39	21.89	25.13	26.48
8	49,706	57,117	1,905.32	2,189.40	25.40	29.19	23.82	27.37	22.68	26.06	27.46
9	51,578	59,300	1,977.08	2,273.08	26.36	30.31	24.71	28.41	23.54	27.06	28.51
10	53,691	61,780	2,058.07	2,368.14	27.44	31.58	25.73	29.60	24.50	28.19	29.70
11	55,939	64,406	2,144.24	2,468.80	28.59	32.92	26.80	30.86	25.53	29.39	30.96
12	58,429	67,322	2,239.69	2,580.57	29.86	34.41	28.00	32.26	26.66	30.72	32.37
13	61,170	70,523	2,344.76	2,703.27	31.26	36.04	29.31	33.79	27.91	32.18	33.91
14	64,158	74,026	2,459.29	2,837.55	32.79	37.83	30.74	35.47	29.28	33.78	35.59
15	67,528	77,962	2,588.47	2,988.42	34.51	39.85	32.36	37.36	30.82	35.58	37.48
16	71,140	82,190	2,726.92	3,150.49	36.36	42.01	34.09	39.38	32.46	37.51	39.51
17	75,130	86,855	2,879.87	3,329.31	38.40	44.39	36.00	41.62	34.28	39.63	41.76
18	79,492	91,954	3,047.07	3,524.76	40.63	47.00	38.09	44.06	36.27	41.96	44.21
19	84,350	97,643	3,233.29	3,742.83	43.11	49.90	40.42	46.79	38.49	44.56	46.94
20	89,708	103,912	3,438.67	3,983.13	45.85	53.11	42.98	49.79	40.94	47.42	49.96
21	95,565	110,761	3,663.18	4,245.67	48.84	56.61	45.79	53.07	43.61	50.54	53.25
22	102,046	118,342	3,911.61	4,536.26	52.15	60.48	48.90	56.70	46.57	54.00	56.90

Master Pay Grid (Excludes Trades, Education Consultants, & Language Translators)											
2.25% Increase to Salaries and Grid											
Effective January 1, 2012											
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	42 Hrs Min	42 Hrs Max	Hourly Rated 2080 Hrs/Year
1	41,526	47,519	1,591.77	1,821.49	21.22	24.29	19.90	22.77	18.95	21.68	22.85
2	42,544	48,712	1,630.79	1,867.22	21.74	24.90	20.38	23.34	19.41	22.23	23.42
3	43,562	49,905	1,669.81	1,912.95	22.26	25.51	20.87	23.91	19.88	22.77	23.99
4	44,837	51,394	1,718.68	1,970.02	22.92	26.27	21.48	24.63	20.46	23.45	24.71
5	46,112	52,884	1,767.56	2,027.14	23.57	27.03	22.09	25.34	21.04	24.13	25.43
6	47,510	54,527	1,821.14	2,090.12	24.28	27.87	22.76	26.13	21.68	24.88	26.21
7	49,040	56,315	1,879.79	2,158.66	25.06	28.78	23.50	26.98	22.38	25.70	27.07
8	50,824	58,402	1,948.18	2,238.65	25.98	29.85	24.35	27.98	23.19	26.65	28.08
9	52,739	60,634	2,021.58	2,324.21	26.95	30.99	25.27	29.05	24.07	27.67	29.15
10	54,899	63,170	2,104.38	2,421.42	28.06	32.29	26.30	30.27	25.05	28.83	30.37
11	57,198	65,855	2,192.50	2,524.34	29.23	33.66	27.41	31.55	26.10	30.05	31.66
12	59,744	68,837	2,290.10	2,638.65	30.53	35.18	28.63	32.98	27.26	31.41	33.09
13	62,546	72,110	2,397.50	2,764.11	31.97	36.85	29.97	34.55	28.54	32.91	34.67
14	65,602	75,692	2,514.64	2,901.41	33.53	38.69	31.43	36.27	29.94	34.54	36.39
15	69,047	79,716	2,646.70	3,055.66	35.29	40.74	33.08	38.20	31.51	36.38	38.33
16	72,741	84,039	2,788.29	3,221.37	37.18	42.95	34.85	40.27	33.19	38.35	40.40
17	76,820	88,809	2,944.65	3,404.21	39.26	45.39	36.81	42.55	35.06	40.53	42.70
18	81,281	94,023	3,115.65	3,604.07	41.54	48.05	38.95	45.05	37.09	42.91	45.20
19	86,248	99,840	3,306.04	3,827.05	44.08	51.03	41.33	47.84	39.36	45.56	48.00
20	91,726	106,250	3,516.02	4,072.75	46.88	54.30	43.95	50.91	41.86	48.49	51.08
21	97,715	113,253	3,745.59	4,341.19	49.94	57.88	46.82	54.26	44.59	51.68	54.45
22	104,342	121,005	3,999.62	4,638.34	53.33	61.84	50.00	57.98	47.61	55.22	58.18

Trades Group Pay Grid (Includes Market Supplement) 2.0% Increase to Salaries and Grid Effective January 1, 2010									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	53,098	61,099	2,035.34	2,342.03	27.14	31.23	25.44	29.28	29.37
TR10	55,166	63,525	2,114.61	2,435.03	28.19	32.47	26.43	30.44	30.54
TR11	57,361	66,090	2,198.75	2,533.35	29.32	33.78	27.48	31.67	31.77
TR12	59,799	68,942	2,292.20	2,642.67	30.56	35.24	28.65	33.03	33.15
TR13	62,478	72,077	2,394.89	2,762.84	31.93	36.84	29.94	34.54	34.65
TR14	65,405	75,501	2,507.09	2,894.09	33.43	38.59	31.34	36.18	36.30
TR15	68,694	79,350	2,633.16	3,041.63	35.11	40.56	32.91	38.02	38.15
TR16	72,227	83,484	2,768.59	3,200.09	36.91	42.67	34.61	40.00	40.14
TR17	76,130	88,045	2,918.20	3,374.92	38.91	45.00	36.48	42.19	42.33

Trades Group Pay Grid (Includes Market Supplement) 2.25% Increase to Salaries and Grid Effective January 1, 2011									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	54,293	62,474	2,081.15	2,394.74	27.75	31.93	26.01	29.93	30.04
TR10	56,407	64,954	2,162.18	2,489.80	28.83	33.20	27.03	31.12	31.23
TR11	58,652	67,577	2,248.24	2,590.35	29.98	34.54	28.10	32.38	32.49
TR12	61,144	70,493	2,343.76	2,702.12	31.25	36.03	29.30	33.78	33.89
TR13	63,884	73,699	2,448.79	2,825.02	32.65	37.67	30.61	35.31	35.43
TR14	66,877	77,200	2,563.52	2,959.21	34.18	39.46	32.04	36.99	37.12
TR15	70,240	81,135	2,692.43	3,110.05	35.90	41.47	33.66	38.88	39.01
TR16	73,852	85,362	2,830.88	3,272.08	37.75	43.63	35.39	40.90	41.04
TR17	77,843	90,026	2,983.86	3,450.86	39.78	46.01	37.30	43.14	43.28

Trades Group Pay Grid (Includes Market Supplement) 2.25% Increase to Salaries and Grid Effective January 1, 2012									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	55,515	63,880	2,127.99	2,448.64	28.37	32.65	26.60	30.61	30.71
TR10	57,676	66,415	2,210.82	2,545.81	29.48	33.94	27.64	31.82	31.93
TR11	59,972	69,097	2,298.83	2,648.61	30.65	35.31	28.74	33.11	33.22
TR12	62,520	72,079	2,396.50	2,762.92	31.95	36.84	29.96	34.54	34.65
TR13	65,321	75,357	2,503.87	2,888.57	33.38	38.51	31.30	36.11	36.23
TR14	68,382	78,937	2,621.21	3,025.80	34.95	40.34	32.77	37.82	37.95
TR15	71,820	82,961	2,752.99	3,180.04	36.71	42.40	34.41	39.75	39.89
TR16	75,514	87,283	2,894.59	3,345.71	38.59	44.61	36.18	41.82	41.96
TR17	79,594	92,052	3,050.98	3,528.52	40.68	47.05	38.14	44.11	44.26

Tradesperson Pay Grid (95% of Journeyman Rate) Includes Market Supplement 2.0% Increase to Salaries and Grid Effective January 1, 2010									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	50,442	58,045	1,933.53	2,224.97	25.78	29.67	24.17	27.81	27.91
TR10	52,407	60,348	2,008.85	2,313.25	26.78	30.84	25.11	28.92	29.01
TR11	54,490	62,785	2,088.70	2,406.66	27.85	32.09	26.11	30.08	30.19
TR12	56,810	65,494	2,177.63	2,510.50	29.04	33.47	27.22	31.38	31.49
TR13	59,356	68,477	2,275.22	2,624.85	30.34	35.00	28.44	32.81	32.92
TR14	62,133	71,725	2,381.67	2,749.35	31.76	36.66	29.77	34.37	34.48
TR15	65,258	75,385	2,501.46	2,889.64	33.35	38.53	31.27	36.12	36.24
TR16	68,616	79,313	2,630.17	3,040.21	35.07	40.54	32.88	38.00	38.13
TR17	72,324	83,645	2,772.31	3,206.26	36.96	42.75	34.65	40.08	40.21

Tradesperson Pay Grid (95% of Journeyman Rate) Includes Market Supplement 2.25% Increase to Salaries and Grid Effective January 1, 2011									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	51,577	59,351	1,977.04	2,275.03	26.36	30.33	24.71	28.44	28.53
TR10	53,586	61,706	2,054.05	2,365.30	27.39	31.54	25.68	29.57	29.67
TR11	55,716	64,198	2,135.69	2,460.82	28.48	32.81	26.70	30.76	30.86
TR12	58,088	66,968	2,226.62	2,567.00	29.69	34.23	27.83	32.09	32.20
TR13	60,692	70,018	2,326.43	2,683.92	31.02	35.79	29.08	33.55	33.66
TR14	63,531	73,339	2,435.26	2,811.22	32.47	37.48	30.44	35.14	35.26
TR15	66,726	77,081	2,557.73	2,954.65	34.10	39.40	31.97	36.93	37.06
TR16	70,160	81,098	2,689.36	3,108.63	35.86	41.45	33.62	38.86	38.99
TR17	73,951	85,527	2,834.67	3,278.40	37.80	43.71	35.43	40.98	41.12

Tradesperson Pay Grid (95% of Journeyman Rate) Includes Market Supplement 2.25% Increase to Salaries and Grid Effective January 1, 2012									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	52,737	60,686	2,021.50	2,326.20	26.95	31.02	25.27	29.08	29.18
TR10	54,792	63,094	2,100.28	2,418.51	28.00	32.25	26.25	30.23	30.33
TR11	56,970	65,642	2,183.76	2,516.18	29.12	33.55	27.30	31.45	31.56
TR12	59,395	68,475	2,276.72	2,624.77	30.36	35.00	28.46	32.81	32.92
TR13	62,058	71,593	2,378.79	2,744.29	31.72	36.59	29.73	34.30	34.42
TR14	64,960	74,989	2,490.03	2,874.46	33.20	38.33	31.13	35.93	36.05
TR15	68,227	78,815	2,615.26	3,021.12	34.87	40.28	32.69	37.76	37.89
TR16	71,739	82,923	2,749.89	3,178.59	36.67	42.38	34.37	39.73	39.87
TR17	75,615	87,451	2,898.46	3,352.15	38.65	44.70	36.23	41.90	42.04

Language Translator Pay Grid Effective January 1, 2010 2.0% Increase to Salaries and Grid						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max
11	54,708	62,989	2,097.06	2,414.48	27.96	32.19
12	57,143	65,841	2,190.39	2,523.80	29.21	33.65
13	59,824	68,971	2,293.16	2,643.78	30.58	35.25
14	69,025	79,639	2,645.85	3,052.71	35.28	40.70
15	75,944	87,683	2,911.07	3,361.05	38.81	44.81
16	80,011	92,440	3,066.97	3,543.39	40.89	47.25
17	84,495	97,683	3,238.85	3,744.37	43.18	49.92
18	89,401	103,423	3,426.90	3,964.39	45.69	52.86
19	94,868	109,818	3,636.46	4,209.52	48.49	56.13

Language Translator Pay Grid Effective January 1, 2011 2.25% Increase to Salaries and Grid						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max
11	55,939	64,406	2,144.24	2,468.80	28.59	32.92
12	58,429	67,322	2,239.69	2,580.57	29.86	34.41
13	61,170	70,523	2,344.76	2,703.27	31.26	36.04
14	70,578	81,431	2,705.38	3,121.40	36.07	41.62
15	77,653	89,656	2,976.58	3,436.68	39.69	45.82
16	81,811	94,520	3,135.96	3,623.12	41.81	48.31
17	86,396	99,881	3,311.71	3,828.62	44.16	51.05
18	91,413	105,750	3,504.02	4,053.59	46.72	54.05
19	97,003	112,289	3,718.30	4,304.24	49.58	57.39

Language Translator Pay Grid Effective January 1, 2012 2.25% Increase to Salaries and Grid						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max
11	57,198	65,855	2,192.50	2,524.34	29.23	33.66
12	59,744	68,837	2,290.10	2,638.65	30.53	35.18
13	62,546	72,110	2,397.50	2,764.11	31.97	36.85
14	72,166	83,263	2,766.25	3,191.62	36.88	42.55
15	79,400	91,673	3,043.54	3,513.99	40.58	46.85
16	83,652	96,647	3,206.53	3,704.65	42.75	49.40
17	88,340	102,128	3,386.23	3,914.75	45.15	52.20
18	93,470	108,129	3,582.87	4,144.78	47.77	55.26
19	99,186	114,816	3,801.98	4,401.10	50.69	58.68

Education Consultants Pay Grid Effective January 1, 2010 2.0% Increase to Salaries and Grid					
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Annual	93,054	96,490	100,093	103,846	107,777
Bi-weekly	3,566.93	3,698.64	3,836.74	3,980.60	4,131.29
Hourly	47.56	49.32	51.16	53.07	55.08

Education Consultants Pay Grid Effective January 1, 2011 2.25% Increase to Salaries and Grid					
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Annual	95,148	98,661	102,345	106,183	110,202
Bi-weekly	3,647.19	3,781.85	3,923.07	4,070.19	4,224.24
Hourly	48.63	50.42	52.31	54.27	56.32

Education Consultants Pay Grid Effective January 1, 2012 2.25% Increase to Salaries and Grid					
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Annual	97,289	100,881	104,648	108,572	112,682
Bi-weekly	3,729.26	3,866.95	4,011.35	4,161.76	4,319.30
Hourly	49.72	51.56	53.48	55.49	57.59

LETTERS OF UNDERSTANDING

A) **Pilot Program – Special Leave**

B) Staff Accommodation

C) Heavy Equipment Operator Training Program

D) Daylight Saving Time

E) Maintenance of Medicare Premium Cost Sharing

F) **Community Retention Allowance for Regional Social Workers**

G) Extended Health Care Plan

H) **Wildland Fire Employees – Export Travel**

I) Violence in the Workplace

J) Bargaining Unit First Line Supervisors and Managers Involved in the Grievance Process

K) On-Call and Term Positions

L) (Intentionally Left Blank)

M) (Intentionally Left Blank)

N) (Intentionally Left Blank)

O) Registered Nurses' Market Adjustment Allowance

O-1) RN Retention Allowance and Primary Health Care Nurse Recruitment And Retention Allowance

P) Hours of Work – Registered Nurse Float Positions – Whitehorse Continuing Care

Q) **Community Nurse** Retention Allowance

R) Reinforcement Auxiliary On-call Pilot Program

(S) Use of Auxiliary On-Call Employees

T) Joint Committee RE: 12-Hour Shift Employees

U) **Fish And Wildlife Staff; Conservation Staff; Park Interpretive Staff**

V) Pay Adjustments

LETTER OF UNDERSTANDING "A"

PILOT PROGRAM – SPECIAL LEAVE

During the life of the 2010 - 2012 collective agreement, the Special Leave provisions of the collective agreement at articles 24.02, 24.03 and 24.05 shall be suspended. In their place, the following provisions shall apply:

1. **Employees with accrued special leave may use their accruals when personal needs or circumstances prevent the employee from performing the employee's regular duties. Each employee is expected to use their special leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special leave may be used for reasons beyond those listed in the suspended article 24.02. Employees are expected to manage their use of special leave by anticipating and planning for their own needs.**

2. **In no case will the employer advance special leave to employees who have run out of, or not yet accrued, sufficient leave for their needs.**

3. **Special leave is not intended to supplement the use of sick, vacation or long service leave, or to be used to facilitate an absence where another more appropriate leave provision is available.**

4. **Special leave should be requested by the employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.**

LETTER OF UNDERSTANDING "B"

RE: STAFF ACCOMMODATION

The following provisions shall apply only to regular employees:

Rental Increases:

Effective April 1, 1986, the Employer agrees that during the life of the Agreement, rent paid by the employee, while occupying the SAME unit of accommodation as the unit of accommodation the employee occupied on July 31, 1976, will not be increased by more than three percent (3%) a month for the period April 1, 1986 to March 31, 1987.

Before introducing a rental increase, the Employer will give each employee so affected; at least one (1) months advance notice of the effective date of the increase.

Forced Transfer to New Staff Accommodation:

Where the Yukon Housing Corporation replaces an existing staff unit of accommodation with a new unit of accommodation and the employee is required to transfer to the new unit of accommodation because his/her old staff accommodation has been disposed of or deleted from the Corporation's housing stock, the following conditions will apply:

The employee, where practicable, will receive six (6) months advance notice of the Yukon Housing Corporation's intention to replace or abolish his/her current staff accommodation and to build or provide new staff accommodation to replace the unit to be disposed of.

First Stage:

Upon the employee's occupancy of the new unit of accommodation, the employee shall pay his/her previous rent and the costs of his/her own utilities (fuel and electricity) for a period of twelve (12) consecutive months from the date of the occupancy of the new unit of accommodation, subject to the rental increase mentioned in paragraph one, and

Second Stage:

For the next twelve (12) consecutive months, the employee shall pay the assigned comparative market rent for the new staff unit of accommodation less fifty dollars ($50.00) per month and the cost of his/her own utilities (fuel and electricity), and

Third Stage:

For the next twelve (12) consecutive months, the employee shall pay the assigned comparative market rent established for the new staff unit of accommodation less twenty-five dollars ($25.00) per month and the cost of his/her own utilities (fuel and electricity), and thereafter

Final Stage:

The employee will pay full comparative market rent and the cost of his/her own utilities for the unit of accommodation he/she occupies.

Transferred from One Community to another at Employer's Direction:

Where the Department transfers an employee from one community to another and the employee is required to occupy a different unit of accommodation, the employee shall be protected at his/her former rent, subject to the rental increase mentioned in paragraph one, until such time as his/her former accommodation is replaced by a new staff unit of accommodation, and the employee would have been subject to the phase-in program for comparative market rent due to a forced transfer. The employee will then proceed to be phased into comparative market rent for the unit he/she now occupies, in accordance with the above four stages.

LETTER OF UNDERSTANDING "C"

RE: HEAVY EQUIPMENT OPERATOR TRAINING PROGRAM

This is to confirm that the Employer agrees to limit to a maximum of one (1) the number of regular and seasonal employees designated as Trainees who may be assigned to a Highway Maintenance Camp at any one time. Notwithstanding the foregoing, however, at the discretion of the Employer, a maximum of two (2) regular and seasonal Heavy Equipment Operator Trainees may be assigned to a Highway Maintenance Camp, provided the Highway Maintenance Camp consists of a minimum of five (5) permanently assigned Heavy Equipment Operator positions and at least one (1) of the Heavy Equipment Operator Trainees hold an intermediate level proficiency rating.

LETTER OF UNDERSTANDING "D"

RE: DAYLIGHT SAVING TIME

This letter is to give effect to the understanding reached during Joint Consultation that there will be no compensation paid for the extra hour worked and conversely there will be no reduction in compensation for the hour not worked due to the time conversion in Spring and Fall as a result of the implementation and withdrawal of daylight saving time.

LETTER OF UNDERSTANDING "E"

MAINTENANCE OF MEDICARE PREMIUM COST SHARING

Pursuant to our negotiations of November 19, 2002, the parties have agreed to correct the title of Article 40 to reflect the correct names for the "benefit programs". In making the correction, the parties have deleted the work "Medicare." However, the parties have agreed that should Medicare premiums be reintroduced to the Yukon, the Employer will pay ninety percent (90%) of the cost of the employee medicare, as found in the 2000-2002 collective agreement

LETTER OF UNDERSTANDING "F"

COMMUNITY RETENTION ALLOWANCE FOR REGIONAL SOCIAL WORKERS

In recognition of the market forces affecting the retention of regular indeterminate Regional Social Workers in the communities, the parties agree as follows:

Effective January 1, 2010 a Regional Social Worker whose substantive position is in a Yukon community outside of Whitehorse, who is providing services in a community outside of Whitehorse, and who has completed two years of continuous service in a Regional Social Worker position, shall be eligible to receive a retention allowance in amount of $2,000 per year at the completion of years two and three of continuous service. At the end of the fourth and subsequent years of continuous service a Regional Social Worker shall receive an allowance of $4,000 per year.

A regular part-time Regional Social Worker shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14 (b)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This allowance (less statutory deductions) will be paid out once per year in one lump sum payment on the employee's qualifying date.

This Letter of Understanding, and the Community Retention Allowance for Regional Social Workers shall terminate on the expiry of the collective agreement.

LETTER OF UNDERSTANDING "G"

EXTENDED HEALTH CARE PLAN

The parties agree that under the Extended Health Care Plan, the Employer will continue to provide insurance coverage as enjoyed by members of the bargaining unit as at December 2nd, 1997, for the purposes of dental, disability, and extended medical and supplementary death benefits. Further, the Employer agrees that no changes to these benefits provided to employees pursuant to Articles 40 and 41, as of December 2nd, 1997, will occur without the prior written agreement of the Union Representative on the Joint Management Committee.

LETTER OF UNDERSTANDING "H"

WILDLAND FIRE EMPLOYEES – EXPORT TRAVEL

Wild Land Fire Employees – Export Travel

Notwithstanding the provisions of Article 18.09, the following applies to Wild Land Fire Employees who, under of the provisions of the Canadian Interagency Forest Fire Centre (CIFFC) Mutual Aid and Resource Sharing (MARS) or the Northwest Compact Agreements, are selected for an export assignment and are required to travel outside of the Yukon.

An employee shall be compensated for time spent in travel by commercial or charter aircraft, bus, or by government vehicle when required, from the employee's base to the Export point of departure, and from the Export point of departure to the fire-fighting destination.

1. **Travel-No work**

   On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.

2. **Travel and Work Combined Does Not Exceed Daily Hours of Work**

   On a normal working day on which the employee travels and works, and the combined period of travel and work does not exceed his or her regularly scheduled working hours, the employee shall be paid his or her regular pay for the day.

3. **Travel and Work Combined Exceeds Daily Hours of Work**

   On a normal working day on which the employee travels and works, and the combined period of travel and work exceeds his or her regularly scheduled working hours, the employee shall be paid his or her regular pay for the day plus an additional payment for the excess hours at the applicable overtime rate which additional payment shall not exceed the equivalent of twelve (12) hours of pay at the employee's straight time rate of pay.

4. **Travel on Day of Rest or Designated Paid Holiday**

   On a day of rest or on a designated paid holiday on which the employee travels but does not work, the employee shall be paid at the applicable overtime rate for the hours spent traveling to a maximum of the daily straight time hours assigned to his or her class of employment in any one day.

5. **Travel and Work on Day of Rest or Designated Paid Holiday**

   On a day of rest or on a designated paid holiday on which the employee travels and works, the employee shall be paid at the applicable overtime rate for all hours worked and shall be paid at the applicable overtime rate for the hours spent traveling to a maximum of the daily straight time hours assigned to his or her class of employment in any one day.

LETTER OF UNDERSTANDING "I"

VIOLENCE IN THE WORKPLACE

(1) The parties recognize that it is in the best interests of all concerned to work toward ensuring a safe environment, which is free from violence and threat of violence. To this end, the Union and Employer shall continue to cooperate in the promotion of safe working conditions.

(2) The Union and the Employer agree to continue their efforts in establishing, implementing and maintaining effective measures for violence prevention and protection from violence.

(3) The employer considers any act of violence on work property or at work-sponsored activities to be a threat to the workplace and to the safety of its employees, and shall take appropriate action pursuant to the provisions of the *Public Service Act*.

LETTER OF UNDERSTANDING "J"

BARGAINING UNIT FIRST LINE SUPERVISORS AND MANAGERS INVOLVED IN THE GRIEVANCE PROCESS

The parties agreed during negotiations for renewal of the 2000-2002 collective agreement to a new grievance procedure. The new grievance procedure will/may involve front-line supervisors or managers who are members of the bargaining unit in the capacity of 'problem-solvers' at the first level. The parties agree that first-line supervisors or managers acting in this capacity are not dealing formally on behalf of the employer with respect to the administration of the grievance procedure, pursuant to the *Yukon Public Service Staff Relations Act*, and their involvement does not serve as the basis for the employer to seek exclusion of those positions from the bargaining unit.

LETTER OF UNDERSTANDING "K"

ON-CALL AND TERM POSITIONS

Notwithstanding articles 54.01 (5) and 15.10(3), in the event an auxiliary on call employee is appointed to a term position in the same department as their auxiliary on-call position for a term between six (6) and twelve (12) months without any break in continuous service, the employee shall not be required to resign his/her auxiliary on call position. At the conclusion of the term appointment, the employee shall be entitled to return to his/her auxiliary on-call position and:

(a) no unused sick or special leave earned while employed as a term employee shall be carried back into their auxiliary on call employment, but shall be restored to the employee in the event that the employee is subsequently appointed without a break in service to a regular or seasonal position (article 53.06 (2) (c) and (d) shall not apply to restored sick leave); and

(b) any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the term employment shall be paid out to the employee on completion of the term appointment at the employee's hourly rate of pay on expiry of the term position.

For clarity, hours worked during the period employed in the term position will not count toward any probationary period in the auxiliary on-call position.

If the employee is extended in their term employment beyond 12 months, the employee will be deemed to have resigned his/her auxiliary on call position unless the parties agree otherwise prior to the extension.

LETTER OF UNDERSTANDING "L"

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LETTER OF UNDERSTANDING "M"

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LETTER OF UNDERSTANDING "N"

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LETTER OF UNDERSTANDING "O"

REGISTERED NURSES' MARKET ADJUSTMENT ALLOWANCE

In recognition of the market forces affecting the recruitment and retention of registered nurses, the parties have agreed as follows.

Effective January 1, 2003, Registered Nurses who are regular and auxiliary employees performing nursing duties as a significant portion of their work responsibilities and who hold a Bachelors or Masters degree in Nursing from a recognized post secondary educational institution, will receive a Registered Nurses' Market Adjustment Allowance on the following basis:

Diploma Registered Nurse Registered Nurse possessing a BScN	)	$875 per year
Registered Nurse possessing an MScN	)	$1,200 per year

An eligible registered nurse shall only receive one allowance based on the highest education level achieved. The employee shall provide the Employer with a copy of the appropriate degree.

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn Registered Nurses' Market Adjustment Allowance in proportion to the average number of regular hours (as defined in Article 44.14(b)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary seasonal or auxiliary on-call registered nurse will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding and the Registered Nurses' Market Adjustment Allowance shall terminate on expiry of the collective agreement.

LETTER OF UNDERSTANDING "O –1"

RN RETENTION ALLOWANCE AND COMMUNITY NURSE PRACTITIONER RECRUITMENT AND RETENTION ALLOWANCE

In recognition that the Employer is having difficulty recruiting and retaining registered nurses (RNs) in many program areas, particularly Community Nursing, the parties have agreed to the following terms and conditions:

A. **REGISTERED NURSES RETENTION ALLOWANCE**

Effective on the dates specified below, all Registered Nurses will be eligible for a retention allowance of up to three-thousand dollars ($3,000.00) per annum. Registered Nurses are those employees appointed to positions designated by the Employer as requiring a registered nurse and who must be registered with the Yukon Registered Nurses Association, and who either perform nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities.

B. **PRIMARY HEALTH CARE NURSE RECRUITMENT/RETENTION ALLOWANCE**

Effective on the dates specified below, those Registered Nurses employed as a Primary Health Care Nurse in Charge or a Primary Health Care Nurse whose headquarters area is outside the City of Whitehorse will be eligible for an allowance of up to three-thousand dollars ($3,000.00) per annum, in addition to the Registered Nurses retention allowance.

Except for eligible nurses who are employed on an auxiliary on-call basis, the allowances will be paid out in equal instalments over ten (10) pay periods commencing with the first pay period in July of each eligible year.

The allowances are paid for the twelve (12) month period (July 1 to June 30) of each eligible year. Any nurse, whose employment commences during the eligible year, will receive the allowances commencing with their first pay period and will be paid as above. Any nurse whose employment is terminated before June 30 of any eligible year will have a pro-rated portion of their allowance recovered in accordance with the date of their termination of employment.

Eligible nurses who are employed on a part-time basis will be paid an allowance that is pro-rated in proportion to the average number of regular hours worked per week in relation to a full-time employee in the same classification. At the end of each eligible year, adjustments will be made for actual regular hours worked.

Eligible nurses who are employed on an auxiliary on-call basis will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding will terminate on expiry of the collective agreement.

LETTER OF UNDERSTANDING "P"

HOURS OF WORK - REGISTERED NURSE FLOAT POSITIONS WHITEHORSE CONTINUING CARE

Average Hours of Work – Registered Nurse Float Positions (Whitehorse Continuing Care)

In view of operational requirements, hours of work for regular RN float positions may be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employees shall:

(i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday;

(ii) work an average of 8 (eight) hours or 12 (twelve) hours per day, inclusive of the meal break;

(iii) be entitled to overtime compensation at the rate of time and one-half (1½T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the employer to work:

1. In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided s/he has worked a full shift; or

2. In excess of eight (8) or twelve (12) continuous hours when those hours are not part of a regular shift as defined in 15.10 (2)(ii); or

3. In excess of:
   - 6on/3off working eight (8) hour shifts
   - 4on/5off working twelve (12) hour shifts
   - 5on/2off working any combination of eight (8) hour and twelve (12) hour shifts up to forty-eight (48) hours. Any combination of eight (8) hour and twelve (12) hour shifts in a five-day period, which exceeds 48 hours, will attract overtime rates.

4. Any hours an employee works in advance of working a full regular shift will also count towards calculating the overtime threshold during the full shift, provided that at least four (4) hours have not elapsed between the hours worked and the commencement of the full shift; or

5. Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.

(iv) Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours; and

(v) Two consecutive days of rest.

LETTER OF UNDERSTANDING "Q"

COMMUNITY NURSE RETENTION ALLOWANCE

In recognition of the market forces affecting the retention of indeterminate nurses, the parties agree as follows:

Effective January 1, 2010 a **nurse** whose substantive position is in a Yukon Community outside of Whitehorse and who is providing services in a community outside of Whitehorse and who has completed two years of continuous service, shall be eligible to receive a retention allowance in amount of $2,000 per year at the completion of years two and three of continuous service. At the end of the fourth and subsequent years of continuous service a **nurse** shall receive an allowance of $4,000 per year.

A regular part-time **nurse** shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14 (b)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This allowance will be paid out in a lump sum payment (less statutory deductions) once per year on the qualifying date.

This Letter of Understanding and the Community Nurse Retention Allowance shall terminate on expiry of the collective agreement.

LETTER OF UNDERSTANDING "R"

PILOT PROGRAM
Full-time Reinforcements

This Letter of Understanding is established to create full-time Reinforcement Positions in identified worksites. The purpose of creating Reinforcement positions is to decrease excessive hours of work for auxiliary on call employees and provide a fixed number of current auxiliary on call employees with guaranteed full-time hours of work. Employees in Reinforcement positions shall continue to be governed by the provisions of the collective agreement pertaining to auxiliary on call employees, and they shall also benefit from the following articles for the provision of leave and benefits:

Article 23	Annual leave
Article 24	Special leave
Article 25	Sick leave
Article 40	Health
Article 41	Dental

Articles 53.04 and 55.01 shall not apply to Reinforcement workers. Reinforcement workers shall participate in the Superannuation Plan.

The positions that are eligible for the Pilot Program are the following:

Youth Service Worker (1)
Case Manager (1)
Residential Care Worker (4)
Nursing Home Attendant (3)
Corrections Officer (8)

Primary Care Paramedic (4)
Critical Care Positions (4)

TOTAL: **25**

During the life of the collective agreement, the employer shall establish Reinforcement positions, subject to the approval of the Public Service Commission, in the above noted jobs to the maximum number indicated. No existing indeterminate full-time position may be converted to a Reinforcement position, and it is agreed that the employer will make every reasonable effort to fill vacant full-time indeterminate positions before creating a new Reinforcement position.

The terms and conditions of the pilot program are as follows:

1. A Reinforcement worker shall be scheduled to work the full-time equivalent of their job classification (1950 or 2080 hours, as the case may be).

2. A Reinforcement worker must be scheduled to work for 150 hours or 160 hours, as the case may be, in every four week period, but the scheduling and location of such work shall be entirely at the discretion of the employer.

3. A Reinforcement worker shall be given at least 18 hours notice of impending or changed shifts and work location, and must make themselves available for such work, as required by the employer.

4. A Reinforcement worker shall be paid overtime in accordance with article 16.10 of the collective agreement. **However, in the case of auxiliaries whose hours are averaged on the same basis as those of full-time employees, the threshold for calculating overtime shall be the same as that for the full-time employees.**

5. Regularly scheduled shifts may not exceed twelve hours **or fourteen hours for Critical Care positions**. A Reinforcement worker shall be given a minimum of two consecutive days off in every fourteen day period.

6. Staffing of Reinforcement positions shall be by competition, **initially** limited to the existing pool of auxiliary on call employees. Successful candidates shall be removed from the rotational roster applicable to auxiliary on call employees in the position for which he/she is hired. **If there are no applicants from the internal competition, the employer may recruit for the Reinforcement positions through open competition after giving the Union a reasonable opportunity to consult with their auxiliary pool members.**

7. The Pilot Program shall be reviewed and assessed every 6 months by the existing On Call Hours of Work Committee, and the union shall be provided with current statistics listing the number of hours worked by auxiliary on call employees, by name and job title, on a quarterly basis.

8. The Pilot Program may be cancelled, in whole or in part, by either party by serving 3 months notice in writing of their desire to do so. In the event of a cancellation, Reinforcement workers shall be returned to the auxiliary pool applicable to their job at the expiration of the 3 month notice period. Annual or comp leave earned but unused shall be paid out to the employees at that time.

9. The provisions of article 56.01 shall apply to Reinforcement workers.

LETTER OF UNDERSTANDING "S"

USE OF AUXILIARY ON-CALL EMPLOYEES

The parties agree that there should be a continuing monitoring of the use of Auxiliary On-call employees by the parties.

The parties will agree on the review period and monitor the use of Auxiliary On-call employees in that period through the "Joint Consultation committee". The committee will be provided with the required information, subject to legislated limitations, to make a determination that an Auxiliary On-call employee is being utilized as per Article 2.01 (g) (iii) (2).

If there is an inconsistency identified, as per the above noted article, the Employer will recommend to the Deputy Minister of the appropriate department, that necessary action be taken to rectify the inconsistency and the Deputy Minister will respond within sixty (60) days. .

Where the parties are unable to agree that an auxiliary on-call employee is being utilized in a manner intended within the definition, or the recommended action is not being taken by the employing department, the Union may refer the matter to the Public Service Commissioner. The Commissioner, or delegate, will review the Union's concern as expressed in the referral, and will render a decision within twenty (20) days of it being referred. If the Union is not satisfied with the Commissioner's response, the matter can be referred to adjudication.

Nothing in this Letter of Understanding shall limit any pre-existing rights of either party nor shall it prejudice any position the parties may take with respect to any grievances or other complaints.

LETTER OF UNDERSTANDING "T"

JOINT COMMITTEE RE: 12-HOUR SHIFT EMPLOYEES

The parties agree to establish a Joint Committee to meet during the term of the collective agreement to discuss Hours of Work issues regarding "12 Hour Shift Employees. Each party may be represented by two persons. The Committee shall endeavour to make recommendations to the parties on shift scheduling arrangements for all categories of employees working 12-hour shifts. Such recommendations shall be non-binding unless the parties otherwise mutually agree in writing.

Nothing in this Letter of Understanding shall limit any pre-existing rights of either party nor shall it prejudice any position the parties may take with respect to any grievances or other complaints.

LETTER OF UNDERSTANDING "U"

FISH AND WILDLIFE STAFF; CONSERVATION STAFF; PARK INTERPRETIVE STAFF
(excluding Administrative Assistant and Office Manager)

1. **"This Letter of Understanding shall terminate on December 31, 2012, or sooner upon three (3) months written notice from either party to the other. Upon such termination, the provisions of Article 15.19 or article 15.21, as appropriate, will again apply.**

In view of operational requirements, hours of work may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employee shall:

(i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday; and
(ii) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.

With respect to regular and seasonal employees that are on 28 day schedule:

a) hours worked in excess of 150 in the 28 day period when directed/authorized by employer (overtime hours) will be paid at 1½T, or can be banked and liquidated as compensatory leave;
b) hours worked in excess of 150 in the 28 day period when initiated by employee, who must notify the employer in advance of working it, will be paid at straight time, or can be banked and liquidated as compensatory leave;
c) hours worked in excess of the threshold in (b) above may not exceed 4.5 hours on a daily basis, and must be in accordance with a pre-approved management plan;
d) combined amount of banked overtime and banked "flex hours" cannot exceed 150 hours;
e) call outs are not included in the 150 hours;
f) employees must report banked "flex hours" on monthly basis.
g) employees who accrue the majority of their banked hours (both "flex hours" and overtime) in the summer, must liquidate the banked hours by the following May 31;
h) Employees who accrue the majority of their banked hours (both "flex hours" and overtime) in the fall/winter, must liquidate the banked hours by the following October 31st.

Banked overtime hours that are not liquidated as leave by the dates set out in (**g**) and (**h**) above shall be paid out at the rate they were accrued. Banked flex hours must be taken as leave, however if the leave cannot be granted due to operational requirements, they will be paid out. During the two (2) months prior to the duties set out in (**g**) and (**h**) above, the employer may require the employee to take the leave, provided adequate notice is given (2 weeks).

LETTER OF UNDERSTANDING "V"

PAY INCREASES

The following pay increases shall take effect in the **January 1, 2010 to December 31, 2012** collective agreement:

Effective January 1, 2010 2%

Effective January 1, 2011 2.25%

Effective January 1, 2012 2.25%